

AGREEMENT TO SELL

This **Agreement to Sell** is made at Bareilly on this the ... day of ..., 2021 by and in

BETWEEN

1. **M/S Kaveri Enterprises**, a partnership firm, having its registered office at 17A, Model Town, Stadium Road, Bareilly U.P. through its partner Mr. Harpreet Singh, son of, resident of hereinafter individually referred to as Party No.1
2. **Preetpal Singh**, aged about, son of, resident of Through his attorney Mr. Harpreet Singh son of, resident of, the attorney being appointed through Power of Attorney dated, registered in the office of the Sub Registrar- , Bareilly as Document No....., Book No...., Volume No.... Page No. To, hereinafter individually referred to as Party No.2
3. **Balpreet Singh**, aged about son of, resident of, hereinafter individually referred to as Party No. 3.
4. **Shivani Arora**, aged about, wife of, resident of Through his attorney Mr. Balpreet Singh son of, resident of, the attorney being appointed through Power of Attorney dated, registered in the office of the Sub Registrar- , Bareilly as Document No....., Book No...., Volume No.... Page No. To, hereinafter individually referred to as Party No.4

The parties No. 1 to 4, hereinafter collectively referred to as **Sellers**, which expression unless repugnant to the context or otherwise shall mean and include their respective legal heirs, successors, administrators, attorneys and permitted assigns in the First Part.

AND

....., son of, resident of, Adhar No....., hereinafter referred to as **Purchaser**,

which expression unless repugnant to the context or otherwise shall mean and include his/her legal heirs, successors, administrators, attorneys and permitted assigns in the Second Part.

The recitals schedules and annexure in and to these presents form an integral part thereof and in the interpretation of these presents and matters relating to this deed, these shall be read and construed in their entirety.

WHEREAS the Party No. 1 is a partnership firm, in which the Party No. 2, 3 & 4 are partners who are also the titleholder and in possession of land comprised in Gata Nos. 280 & 281 of Village Kargaina & Gata No. 312, 313, 314, 315 & 316 in village Behti Deh Jagir, Tehsil & Distt Bareilly (U.P.), better and more fully described in the Schedule A of property, herein after referred to as **the Larger Property**.

AND WHEREAS the Sellers conceived a project over the Larger Property comprising of residential plots of various sizes, in the name and style as South City Greens hereinafter referred to as 'the Said Project', the layout and the building plans of which has been duly approved the Bareilly Development Authority vide Permit No.....

AND WHEREAS the Purchaser herein had made an application for allotment of a residential plot bearing Plot No having plot area admeasuring approximately Sq.mts better described in schedule of property at foot of this deed and here in after referred to as the **Scheduled property**.

AND WHEREAS the Purchaser has made a payment of Rs..... to the Sellers out of the total sale consideration of Rs..... and as per the requirement of the extant laws, this agreement to sell is being executed between the parties.

AND WHEREAS the Sellers and the Purchaser hereby confirm that they are entering into this agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the project.

The Sellers, relying on the confirmations, representations and assurances of the PURCHASER to faithfully abide by all the terms, conditions and stipulations contained in Agreement to Sell has accepted in good faith to sell the said residential plot.

AND WHEREAS the Purchaser has also agreed to bear cost of stamp duty, registration to get the Sale deed of the residential plot in favour of Purchaser.

AND WHEREAS the parties to this agreement have carefully read out the contents of this agreement with due application of mind and with entire understanding of the facts, benefits and liabilities of the respective parties, they agree executing this agreement.

NOW THEREFORE THIS DEED WITNESSETH: -

1. Details of the Residential Plot, Sale Consideration and payment thereof

In accordance with the terms and conditions set out in this agreement, mutually agreed upon by and between the parties, the Sellers hereby agree to sell and the Purchaser hereby agrees to purchase the said Residential Plot No admeasuring Sq.Mtr. The total price of the Residential plot is Rs..... As per following break up:

.....
.....
.....

The total price includes the booking amount paid by the Purchaser to the Sellers as per the payment details mentioned in the schedule of payments.

That the consideration price of the residential plot as mentioned in clause 2 here above is escalation free, save the provisions of clause 5 here below.

The total price above includes all taxes paid or payable by the Sellers by way of GST, Cess or other similar taxes which may be levied in connection with the development of the project up to the date of handing over the possession of the Residential Plot. However the total price excludes any other taxes/ levies or cess which may in future be levied with retrospective effect. In case any such tax, levy or cess is levied with retrospective effect or there is any change/modification in the taxes then the subsequent amount shall be payable by the purchaser on pro rata basis. Similarly where the concerned development authority demands any increased development charges or other ancillary charges in future then the same shall be additionally payable by the Purchaser on pro rata basis. In case such increment occurs then the necessary details of the same along with the computation of the amount payable by the Purchaser shall be provided by the Sellers to the purchaser.

The Seller shall be making the payment of the balance sale consideration as per the payment plan as specified in Annexure II of this agreement. It is agreed by the Sellers that they shall be generating the demand invoice towards every installment in advance so as to serve the same to the Purchaser at least 15 days in advance. The service of the invoice on the Purchaser shall be through registered post/speed post and copy of the same through email. The Purchaser shall make all payments as per the demand from the Sellers in terms of the payment plan, through Accounts Payee cheque/demand draft payment in favour of Payable at

2. Compliance of Laws relating to Remittances

The Purchaser, (in case resident outside India) shall be solely responsible for complying with the necessary formalities laid down in the Foreign Exchange Management Act 1999 and rules made there under (FEMA), Reserve Bank of India Acts and rules made there under (RBI) or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc. The Purchaser agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by RBI, then he/she alone shall be liable for any action under FEMA. The Purchaser shall keep the Sellers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the execution of this agreement then it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Seller immediately and comply with the necessary formalities if any under the applicable laws. The Sellers shall not be responsible towards any third party making payments, remittances on behalf of the Purchaser and such third party shall not have any right in the said Residential Plot in any way and the Sellers shall issue the payment receipts in favour of the Purchaser only.

3. Discounts and Rebates

The Sellers have the sole discretion in allowing any discount for any reason whatsoever to all or any of the allottees including the Purchaser and any such discount shall depend on case to case basis. The Purchaser agrees that discount given to any other allottee shall in no case form a precedent for the Purchaser to claim any such discount from the Sellers.

4. Adjustment/appropriation of payments

The purchaser authorizes the Sellers to adjust/appropriate all payments that shall be made by the Purchaser under any head(s) of dues against outstanding heads in his/her name and the Purchaser shall not have any right to object/demand/direct the Sellers to adjust the payments in any manner otherwise than as decided by the Sellers.

5. Common Areas, facilities & usage thereto

- 5.1 The Purchaser shall also have an undivided proportionate interest in the common areas and facilities within the said project land. As the 'interest of Purchaser in the common areas and facilities is undivided and cannot be separated, this would require it to use the common areas and facilities harmoniously along with other occupants, users, maintenance staff etc. without causing any inconvenience or hindrance to them. Further it is clearly understood and agreed upon by the Purchaser that, the right of the Purchaser to use the common areas and facilities shall always be subject to the timely payment of Operation/Maintenance Charges. It is further made abundantly clear and the Purchaser has understood that he/she shall be entitled to an undivided proportionate share in no other common areas and facilities except the common areas and facilities as listed in Annexure -II.
- 5.2 The Purchaser hereby agrees and consented that the open (uncovered) parking spaces (if any) provided by the Seller within the project area will be common in use by all the occupants/visitors and the same will be enjoyed by the occupants/visitors on first come first serve basis. The right to use such car parking area will be common in use on first come first serve basis and the ownership of this parking area will remain with the Seller. It is specifically made clear that the Seller may impose such terms and conditions including pay and park system as it may deem fit to make use by any person of such unreserved open uncovered parking space. It shall be sole responsibility and risk of the owner of the vehicle to park the car in the open parking space till the time the SELLER does not commence pay and park facility in such parking area.
6. **Time is Essence of this Agreement.** Time is the essence for both the Purchaser as well as the Sellers. The Sellers agree to abide by the time frame for completion of the project and timely handing over the possession of the residential plot to the Purchaser after duly receiving the necessary completion certificate from the competent authority. Similarly the Purchaser agrees that time is the essence with respect to payment of Net Sale Price and other charges, deposits and amounts payable by him/her as per this agreement and/or as demanded by the Sellers from time to time and also to perform/observe all other obligations under this agreement. The Sellers shall be under no obligation to send any reminders for the payments to be made by him/her as per the schedule of payments and for the payments to be made as per demand by the Company or other obligations to be performed by me/us.

7. Development of the Residential Plot

- 7.1 The Purchaser declares that he/she has seen the specifications of the Residential Plot and accepted the layout plans and the payment plan (as appended with this agreement) which have been duly sanctioned by the concerned authority. The Sellers undertake to strictly abide by the specifications as mentioned therein and further undertake that they shall not violate any bye-laws, regulations, rules or other government notifications applicable in the State of Uttar Pradesh and other environmental rules/regulations/notifications pertaining to the development/construction in the said project. Further the Purchasers fully understand that the Sellers shall have right to make alterations in such plans of this project if the same are carried out by the Sellers by strictly following the procedure laid down in the Act . In case such alteration is carried out by the Sellers then the same shall not amount to any material breach of this agreement.
- 7.2 The Sellers agree and undertake that no additions or alterations in the sanctioned plans, layout plans, specifications and provisions of proposed amenities in respect of the residential plot shall be carried out without previous written consent of the Purchaser in accordance with the provisions and procedure as envisaged in the Act.

8 Payment of local body taxes, cess, levies etc.

- 8.1 The Sellers agree that on or before handing over the physical possession to the Purchaser, they shall clear all outgoing in the form of taxes, other local body charges, cess, levies, mortgage loans etc. However if the Sellers fail to clear all or any of such outgoing before handing over the possession of the Residential plot to the Purchaser, then they agree and undertake to remain solely liable to pay the same to the respective bodies and they shall alone remain liable to pay all other charges incidental thereto including penal charges, interests etc. to such financial institutions or the local bodies, authorities as the case may be.
- 8.2 Once the unencumbered possession of the residential plot is handed over to the Purchaser thenceforth all taxes, charges shall be payable by the Purchaser from the date of possession. Such charges shall be payable immediately on demand by the SELLER or their nominated agency, and will be levied and demanded on a pro-rata basis.

9 Possession of the Residential Plot

- 9.1 The Sellers agree and undertake that based upon the approved plans, layouts and specifications, subject to force majeure reasons, they shall deliver the possession of the Residential Plot to the Purchaser on or by
- 9.2 In case the handing of the possession of the residential plot is delayed due to existence of any force majeure reasons, then the Sellers shall be entitled for

extension of the date of possession by such period of time for which the said force majeure condition existed.

- 9.3 For the purpose of this clause, the force majeure condition shall mean and include means any event or combination of events or circumstances beyond the control of the Company which cannot by the exercise of reasonable diligence, or despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Sellers to perform obligations under this agreement which shall (a) an act of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) strikes or lock outs, industrial dispute; (d) war and hostilities of war, riots, bandh, act of terrorism or civil commotion; (e) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this agreement.
- 9.4 Where the existence of any of the force majeure reasons make it impossible for the Sellers to implement the project i.e. complete the development work, then the allotment of the Purchasers shall stand terminated and the Sellers shall refund the entire amount received from the Purchaser within a period of 45 days from such termination. On such refund of the amount, the Sellers stand from discharged of all the obligations under this agreement and all the rights and claims of the Purchaser emanating from this agreement shall cease to exist from the date of such refund.

10. Events of Default and Consequences

If the Sellers fail to provide ready to move possession of the residential plot to the Purchaser within the time period as specified here above or they discontinue their business due to suspension or revocation of their registration under the Act then the Purchasers may opt for either stopping further payments to the Sellers or terminate the agreement.

- i. Where the Purchaser opts for stopping further payment, then he shall start making the payment without any penal interest, once the Sellers correct the situation and complete the development milestone, if any.
- ii. Where the Purchaser opts for terminating the agreement then he/she shall be entitled for refund of the entire amount along such interest as may be specified in the Rules framed under the Act within 45 days from the date of intimation of termination.

Explanation: The refund to the purchaser under sub clause (ii) here above shall however be made in such a manner that the payment to the financial institute, if

any, shall be first done in accordance to the Tripartite/ Quadripartite Agreement with such financial institution and only thereafter the remainder amount, if any, shall be paid to the Purchaser.

The Purchaser shall be considered under a condition of Default if:-

- i. he/she fails to make payments for ____ consecutive demands made by the Sellers as per the Payment Plan, despite having been issued the demand notice in that regard. In such eventuality, the Purchaser shall be liable to pay interest to the Sellers on the unpaid amount at the rate specified in the Rules.
- ii. In case of Default by Purchaser under the condition listed above continues for a period beyond ____ consecutive months after notice from the Sellers in this regard, the Sellers can cancel the allotment of the Residential Plot in favour of the Purchaser and refund the amount money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Explanation: The refund to the purchaser under sub clause (ii) here above shall however be made in such a manner that the payment to the financial institute, if any, shall be first done in accordance to the Tripartite/ Quadripartite Agreement with such financial institution and only thereafter the remainder amount, if any, shall be paid to the Purchaser.

11. Procedure for taking possession

The Purchaser understands and agrees that Once the Completion Certificate is issued by the competent authority, the Sellers will send Offer of Possession letter. The Sellers will give 90 days time to the Purchaser to complete his/her full and final settlement. The Purchaser understands and agrees that he/she shall complete his/her full and final settlement within the given time in offer of possession letter.

After obtaining the Completion Certificate and handing over the possession of the Residential Plot, the Sellers shall handover the necessary documents, plans and common areas to the Association of the Purchasers/ Society by whatsoever name it may be called in accordance to the rules and regulations framed by the State of Uttar Pradesh in this regard.

11 Failure of the Purchaser in taking Possession and/or Cancellation of the Allotment

- 11.1 Purchaser agrees that in the event of his/her failure to take possession of the Said Residential Plot within the time stipulated by the Sellers in their letter of offer of possession the same would attract liquidated damage @ Rs..... per sq. ft. per month of the plot Area of the said Residential Plot for any delay of one month or any part thereof in taking possession of the said Residential Plot for the entire period of delay. This holding/waiting period shall have a limit of maximum of 6 months

thereafter the said allotment shall be treated as cancelled and no other claim except refund of amount paid without any interest after deducting the Earnest Money and non-refundable charges shall be entitled and entertained. Further in case of bank loan the due amount will be refunded to the bank and balance amount, if any, will be refunded to the Purchaser.

11.2 The booking/allotment of the Residential Plot can also be cancelled by the Purchasers. Where the Purchaser cancels the booking of the residential plot for no reasons attributable to the Sellers then the Sellers shall have the right to forfeit the entire booking amount paid by the Purchasers. The balance amount shall be refunded by the Sellers to the Purchaser within a period of 45 days from the date of such cancellation.

11.3 In case the purchase of the Residential Plot is financed by any bank or other financial institution and the Purchaser seeks cancellation under clause 11.2 here above then the residual amount arrived after deducting the booking amount shall first be utilized by the Seller in paying the same to such bank/financial institution and the remainder amount (if any) shall be paid within a period of 45 days as stipulated here above.

12 Compensation

The Sellers shall be liable to compensate the Purchaser if;

- a. any loss is caused to the Purchaser 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 compensation under this section shall not be barred by limitation provided under any law for the time being in force.
- b. The Sellers is unable to complete and/or give possession of the Residential Plot
 - (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 Seller shall be liable, on demand to the Purchasers, in case the Purchaser 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 Residential Plot, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser does not intend to withdraw from the Project, the Sellers shall pay the Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Residential Plot.

13 Maintenance of South City Greens

- 13.1 The Sellers shall be authorized to maintain the project (South City Greens) through their designated maintenance agency, till the maintenance of the project is handed over to the Association of the Purchasers/ Society is formed as per the provisions of the Act or other enactments, notifications, regulations or other modes of subsidiary instructions, which may be brought in by the State.
- 13.2 The Purchaser shall pay necessary charges for maintaining and up keeping the project area and providing the various services as determined by the Seller or its nominated agency and as and when demanded by the Maintenance Agency. The purchaser has gone through the draft of the maintenance agreement which are acceptable to him/her and he/she undertakes to execute the same on or before the execution of the Sale Deed of the Residential Space. The draft of the Maintenance Agreement is earmarked as Annexure III to this deed. The Purchaser shall be responsible for timely payment of maintenance charges, which shall be fixed by the said Maintenance Agency from time to time depending upon the maintenance cost. In addition to maintenance charges, there shall be a contribution to the Replacement/Sinking Fund, Insurance Charges on pro-rata basis in respect of the common area buildings (if any) and maintenance as is detailed in the Maintenance Agreement. The Maintenance Agency reserve the right to increase the maintenance charges from time to time in keeping with the increase in the cost of maintenance services and the Purchaser agrees to pay such increases within such time as may be stipulated by the Maintenance Agency.
- 13.3 The total operation/maintenance charges will be fixed by the maintenance agency on an estimated basis of the maintenance costs to be incurred for the forthcoming financial year. The estimate of the maintenance agency shall be final and binding on the Purchaser. The maintenance charges shall be payable by the Purchaser on quarterly basis to the maintenance agency, from the date of execution of the sale deed and which shall be adjusted against the actual audited expenses as determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Purchaser further agrees and confirms that the total maintenance charges payable for the said residential plot are exclusive of all taxes, duties, works contract tax, surcharge, education cess, etc. which will be charged extra as per actual.
- 13.4 The SELLER or its nominated maintenance agency will provide water connection within the project area either by way of corporation connection or by underground water tank. If the Purchaser wants to have individual connection in their respective plot then the no objection shall be given by the SELLER or its nominated maintenance agency. In case where no separate meters are provided or feasible, the

Purchaser agrees to pay to The SELLER or its nominated maintenance agency his share of such charges as may be apportioned by The SELLER or its nominated maintenance agency while deciding such charges will take into the consideration the total consumption of water consumed by the Purchaser. The bill for such charges will be raised by the SELLER or its nominated maintenance agency on monthly basis and will be payable within 10 days from the demand or in case of delay the same will carry the bank rate interest on the amount payable.

- 13.5 That as and when any Plant & Machinery within the said project as the case may be, including but not limited to pumps or any other plant/equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by the Purchaser on pro-rata basis. The Maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including cost thereof. The Purchaser shall accordingly pay his/her share to the maintenance agency.

14 Sale Deed of the Residential Plot

On completion of the development work of the residential plot followed by the issuance of Completion Certificate, the Sellers shall execute a sale deed and convey the title of the Residential plot together with proportionate indivisible share in the Common Areas, if any, within 3 (three) months from the issuance of the Completion certificate. However, where the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter then the Purchaser shall be entitled to withhold registration of the sale deed till full and final settlement of all dues and stamp duty and registration charges to the Sellers is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

Further where the full and final settlement and/or the payment of stamp duty and registration charges is delayed by the Purchaser and in such intervening period if there occurs any rise in the rates of stamp duty and/or registration charges then in such eventuality, the Purchaser shall alone be liable to pay such additional stamp duty and /or registration charges and the Sellers shall in no case be liable towards the Purchaser in any manner whatsoever.

15 Use of the Residential Plot

- 15.1 The Sellers shall be authorized to maintain the project through their designated maintenance agency, till the maintenance of the project/township is handed over to the Association of the Purchasers/ Society is formed as per the provisions of the Act or other provisions of law.

- 15.2 The Purchaser shall not use the said Residential Plot for any other purpose and shall not use the same in any manner that may cause nuisance or .annoyance to occupants of other Residential Plot in the said project or to do or suffer anything to be done in or around the said Residential Plot which tends to cause damage to any adjacent Residential Plot or anywhere in the said project or in any manner interfere with the use thereof or of Plots, passages, corridors or amenities available for common use. The Purchaser hereby agrees/indemnifies the SELLER and always keep indemnified against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous material/gas banks etc. for which the Purchaser/occupant shall be solely responsible. The Purchaser shall use the passage and other common services only for designated use and will not create any nuisance or stock any goods or material or cause any obstruction in the same. The Purchaser shall not throw rubbish, rags, junk or other refuse, or permit the same to be thrown, in the common areas or compound of the said project.
- 15.3 The Purchaser shall, after taking the physical possession of the residential plot be solely responsible to maintain the said residential plot at his/her own cost, in a good condition and shall not do or suffer to be done anything in the said Residential Plot, common area, 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 said residential plot and keep the said Residential Plot, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good condition.
- 15.4 The Purchaser shall not encroach any area abutting his/her plot by way of constructing tree guards, setting up of gardens, constructing generator plinth or raising any movable/immovable security guard cabins or any other mode of encroachment outside his plot area.
- 15.5 Where the plot of the Purchaser is adjoining any park or play field or any other place of common area then the Purchaser shall not construct or raise any direct opening or create any easement into such common area.

16. Creation of charges and mortgage

After the execution of this agreement, the Sellers shall not mortgage or create a charge on the Residential Plot/ Project 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 Purchaser.

17. Applicability of Certain Enactments and Compliances

The project shall be subject to the provisions of Real Estate (Regulation & Development) Act, 2016, U.P. Urban Planning & Development act, 1973 and other related laws for the time being in force. The Common areas and facilities and the undivided interest of each Residential Plot owner in the common areas and facilities (if any) as specified by the Sellers in the declaration which has been/ may be filed by the Sellers in compliance of Real Estate (Regulation & Development) Act, 2016 or any other applicable law shall be conclusive and binding upon the Residential Plot owners and the Purchaser agrees and confirms that His/her right, title and interest in the said Residential Plot shall be limited to and governed by what is specified by the Sellers in the said declaration, which shall be in strict consonance with this agreement.

18. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

The Sellers hereby represent and warrant the Purchaser(s) as under:

- (i) That the Sellers have absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) That the Sellers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) That 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) That there are no litigations pending before any Court of law with respect to the said Land or the Project;
- (v) That all approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, the Sellers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project.
- (vi) That the Sellers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected;
- (vii) That the Sellers have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said residential plot which will, in any manner, affect the rights of Purchasers under this Agreement;

- (viii) That the Sellers confirm that they are not restricted in any manner whatsoever from selling the said residential plot to the Purchaser in the manner contemplated in this Agreement;
- (ix) That at the time of execution of the sale deed, the Sellers shall handover lawful, vacant, peaceful, physical possession of the residential plot to the Purchaser and the common areas within the said project shall be handed over to the Association of the Purchasers/ Society as and when the same is warranted under the law and is validly created ;
- (x) That the project land 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 same;
- (xi) That the Sellers have 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 outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) That 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 project land) has been received by or served upon the Sellers in respect of the said Land and/or the Project.

19. Compliance by the Purchaser

- i. The Purchaser is entering into this agreement for the sale of the Said Residential Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project. And he/she undertakes to comply with and carry out, from time to time after taking possession of the Said Residential Plot all the requirements, requisitions, demands and repairs which are required by any development authority/government or any other competent authority in respect of the Said Residential Plot at his own cost and keep the Sellers indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- ii. The Purchaser after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board/Water Commission / any other rules and regulations by State of U.P. or any other competent authority. He/she shall abide by all laws, rules and regulations of the /local authority /State Govt. / Govt. of India and of the Owners Welfare Association (as and when the Association is formed) and shall be responsible for all

deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the Residential Plot.

20. Notices and Correspondences

All notices to be served on the Purchaser and the Sellers or its nominated Maintenance Agency as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser or the Sellers or its nominated Maintenance Agency by Registered Post/Speed Post at their respective addresses specified in the application form. It shall be the duty of the Purchaser to inform the Sellers or its nominated Maintenance Agency of any change subsequent to the execution of this agreement in the above address by Registered post/Speed post failing which all communications and letters posted at the above address shall be deemed to have been received by the Purchaser, whether the same are returned undelivered or refused delivery by the Purchaser.

21. Entire Agreement

This Agreement along with its annexures and the terms and conditions stipulated in this agreement constitutes the entire agreement and shall continue to be binding on the Purchaser and can only be amended through written consent of both the Sellers and the Purchaser.

22. Applicability of the provisions of Agreement on subsequent purchasers etc.

All the provisions contained herein and the obligations arising hereunder in respect of the Said Residential Plot shall equally be applicable to and enforceable against any and all the occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Said Residential Plot, as the said obligations go along with the Said Residential Plot for all intents and purposes.

23. Waiver

Waiver shall not be a limitation to enforce without prejudice to the right/remedies available to the Purchaser elsewhere in this Agreement. It is made clear and so agreed by the Purchaser that exercise of discretion by the Sellers in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24. 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 law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. Interpretation of certain terms The terms "herein", "hereto", "hereunder", "hereof" or "thereof" or similar terms used in this Agreement refer to this entire agreement and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this agreement.

26. Resolution of Disputes

Excluding the disputes which can be entertained by the Adjudicating Authority appointed under the provisions of Real Estate (Regulation & Development) Act, 2016 , all other disputes arising out of or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled through mutual discussions failing which the same shall be settled through arbitration by a Sole Arbitrator who shall be appointed by the Sellers and whose decision shall be final and binding upon the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Bareilly. Without prejudice to this arbitration clause as here above, the Courts at Bareilly shall have sole and exclusive jurisdiction in all matters of dispute arising out of or touching and/or covering this agreement.

IN WITNESS WHEREOF the said Sellers and the Purchaser have set their hands at these present at Bareilly on the day, month and year first above written.

WITNESS NO. 1

SELLER NO.1

SELLER NO.2

SELLER NO.3

WITNESS NO. 2

SELLER NO. 4

PURCHASER