



# Jadon Builder & Developer

Photograph of  
first  
allottee

Photograph of  
second  
allottee

## AGREEMENT

This Agreement is executed on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Between

Jadon Builders & Developers, a Partnership Firm having its office at Bankner House, Janakpuri, Aligarh (Uttar Pradesh) hereinafter referred to as 'Promoter' which expression unless repugnant to the context or subject shall mean and include its successors, representatives and assigns

AND

Mr./Ms. \_\_\_\_\_ S/D/W of Mr.  
Resident of

and Mr./Ms. \_\_\_\_\_ S/D/W of Mr.  
Resident of

\_\_\_\_\_ hereinafter collectively referred to as "allottee", which expression unless repugnant to the context or subject shall mean and include their respective legal heirs, successors, representatives, assigns, administrators and executors

[OR]

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Vaishno Manor Apartment,  
Near Exhibition Ground,  
Jail Road, Aligarh - 202001  
Tel.: 9837004592, 9837062073  
8219763546, 9917077332  
Website : [www.jadonbuilders.com](http://www.jadonbuilders.com)

(CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as "allottee", which expression unless repugnant to the context or subject shall mean and include its successors, representatives, assigns, administrators and executors.

[OR]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, represented by its authorized partner, \_\_\_\_\_, authorized *vide* \_\_\_\_\_, hereinafter referred to as "allottee", which expression unless repugnant to the context or subject shall mean and include heirs of partners, their successors, representatives, assigns, administrators and executors).

[OR]

Mr. \_\_\_\_\_ Son of \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, hereinafter referred to as the "Allottee" which expression unless repugnant to the context or subject mean and include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees.

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

#### DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)

- (b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority
- (c) "Government" means the Government of Uttar Pradesh.
- (d) "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016.
- (f) "section" means a section of the Act.

#### WHEREAS

- A. Smt. Fauzia Sherwani, Shri Nadeem Sherwani, Shri Najeeb Sherwani and Smt. Gazala Rehman (henceforth referred to as Owners) are the absolute and lawful owners of land admeasuring 2963.37 sq.mt. at Khasra No. 978/2, Jail Road, Koil, Aligarh (Uttar Pradesh) and the Promoter has entered into a Joint Development Agreement with Owners duly registered with Sub-Registrar-II, Koil, Aligarh at Book no.1, of Volume no. 5616, Page no. 255 to 392, Serial no. 9927 on 30.08.2012.
- B. Owners are the absolute and lawful owners of another land admeasuring 6515.13sq.mt. at Khasra No. 978/2, 982/1 Jail Road, Koil, Aligarh (Uttar Pradesh) and the Promoter has entered into a Joint Development Agreement with Owners duly registered with Sub-Registrar-II, Koil, Aligarh at Book no.1, of Volume no. 13205, Page no. 133 to 172, Serial no. 4281 on 19.04.2023.
- C. Owners and Promoters decided to develop the land under Joint Development Agreements dated 30.08.2012 and 19.04.2023 jointly and hence applied for Group Housing Project on the entire land admeasuring 9478.50 sq.mt. (henceforth referred to as "Said Land")
- D. The Said Land has been earmarked for the purpose of Group Housing project comprising of three multi-storied apartment buildings and the said project will be known as "Vaishno Manor Apartment" (henceforth referred to as "Project")
- E. 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.

- F. The Aligarh Development Authority has granted the commencement certificate to develop the Project vide approval dated 19.05.2023 having no. as 608/15 (2012-13).
- G. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment, plot or building, as the case may be, from Aligarh Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- H. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- I. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq.mt.s (\_\_\_\_\_ square feet), type \_\_\_\_\_ on \_\_\_\_\_ floor in \_\_\_\_\_ Tower with covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mt.s (\_\_\_\_\_ sq.ft.) in basement 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**.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. 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.
- L. 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:

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking as specified in Para I.

**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:**

**I. TERMS :**

- 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 Apartment as specified in para I.
- 1.2 Both the parties confirm that they have read and understood the provisions of section-14 of the Act.
- 1.3 Total Price for the Apartment based on the carpet area is Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only)  
as given below :

Tower : _____ Apartment No. : _____ Type : _____ Floor : _____ Carpet Area : _____	Rate of Apartment : Rs. _____ per sq.mt. (Rs. _____ per sq.ft.)
Total Price (in Rs.)	

AND

Covered Parking 1	Price for 1 : Rs.
Covered Parking	Price for 2 : Rs.

Total Price (in Rs.)	
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**EXPLANATION:**

- (i) The Total Price as mentioned above includes the booking amount paid by the Allottee to the Promoters towards the said unit.
- (ii) The Total Price as mentioned above excludes Taxes (GST and Cess or any other taxes/fees/charges/levies etc.) which may be levied, in connection with the development/construction of the Project paid/payable by the Promoters, up to 30 days from the date of offer of symbolic possession of the said unit to the Allottee. It is clarified that in case the symbolic possession is offered by the Promoter and the same is not taken within 30 days from the date of such offer of symbolic possession then the said unit shall be deemed to have been handed over for the purpose of liabilities towards such taxes/fees/charges/levies etc.
- (iii) The Promoters shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as per the opted payment plan. In addition, the Promoter shall provide to the Allottee the details of the taxes/fees/charges/levies, etc. paid or demanded along with the acts/rules /notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective.
- (iv) The Total Price of Apartment 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.

- (v) The above cost does not include Interest Free Maintenance Security and maintenance charges.
- (vi) Cost of electricity connection and electricity meter for the Apartment is not included in the Total Price, which allottee will bear and pay separately at the time of taking electricity connection for the Apartment.
- (vii) Stamp Duty, Registration Charges and Expenses involved in registration of Conveyance Deed as well as this agreement shall be borne by allottee separately.

1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.

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

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule D and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee 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, or such minor changes or alterations as per the provisions of the Act.

1.7 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 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 1.3 of this agreement.

1.8 Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (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 Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment 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 / her apartment

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with \_\_\_\_\_ no. of covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the is an independent, self-contained Project covering the said Land and is not a part of any other project zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise or except facilities for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including 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 Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, 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 person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 Allottee has paid booking amount of Rs. \_\_\_\_\_ being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within such time and in the manner specified therein.

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules for the period of default.

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

2.1 Subject to the terms of Agreement, Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through banking channels (like A/c Payee cheque/demand draft/bankers cheque/RTGS/NEFT/online payment) in favour of " JADON BUILDER AND DEVELOPER COLLECTION A/C FOR VMA" payable at ALIGARH.

2.2 In the event any cheque deposited by allottee is dishonoured by the bank for any reason, whatsoever, the Allottee shall be liable to pay the cheque dishonour charges @ Rs.1000/- (Rupees One Thousand Only) or any other amount as may be notified from time to time, with applicable taxes per event of dishonour. Payment of aforesaid charges shall be in addition to the liability of Allottee for payment of interest on the delayed payments as per the terms of this Agreement.

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law of the land. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable

guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in clause 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 authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. It is clarified that payments made by Allottee shall be first adjusted towards the payment / satisfaction of any outstanding or past interests/dues/amounts, if any, and thereafter same shall be adjusted towards current demand/total price. However, Promoter at its sole discretion may decide for adjustment against interest at later stage.

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

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with Real Estate Regulatory Authority and for handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be. Similarly allottee shall make

timely payment of instalments and other dues payable by him/her as per Payment Plan.

**6. CONSTRUCTION OF THE PROJECT/ APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Aligarh Development Authority Bye laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT:**

**7.1 Schedule for possession of the Apartment -** The Promoter agrees and understands that timely delivery of possession of the Apartment 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 along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on 18.05.2028, 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.

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 occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement and Allottee shall take possession within thirty days from the date of issue of such notice. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or Association of allottees, as the case may be.
- 7.3 **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment 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 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) 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**-After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment 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.

- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid 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 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 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.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:-

- (i) The Promoter has requisite rights to carry out development upon Land and actual, physical and legal possession of the area of Land on which Project is being developed;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Forum with respect to title of Land, Project or the Apartment;

- (v) Promoter shall keep the required approvals, licenses and permits issued by the competent authorities with respect to the Project valid and subsisting at all times. Further, the Promoter shall, at all times, remain in compliance with all applicable laws in relation to the Project, Land, Building, Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale 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 Apartment which may, in any manner, affect the rights of Allottee under this Agreement;
- (viii) It is hereby confirmed that the Promoter is not restricted in any manner whatsoever from transferring the said Apartment to the Allottee 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 Apartment to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be;
- (x) 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 Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the completion certificate has been issued;

- (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 Land and/or the Project.

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

9.1 Subject to the Force Majeure Conditions, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties.
- (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 thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Non-Defaulting 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 prescribed in 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.

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 payment of any demand made by the Promoter as per the Payment Plan annexed hereto, allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules for the period of default and Promoter's time for handing over possession of Apartment to allottee shall be extended by such number of days during which allottee was in default.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months after the due date of payment, Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to Promoter by the allottee by deducting the earnest money and the interest paid & payable by allottee and this Agreement shall thereupon stand terminated.

#### 10. CONVEYANCE OF THE SAID APARTMENT:

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 occupancy 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/occupancy certificate (as applicable)]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### 11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the handing over of the maintenance of the project to the association of allottees. The cost of such maintenance services, common services and facilities in the Project/Building/Complex shall be payable by allottee to the Promoter/Maintenance Agency with effect from date of offer of possession of Apartment by Promoter. It is clarified that with effect from date of offer of possession of Apartment by Promoter, Allottee shall amongst others, bear proportionate cost of maintaining parks, cleaning & upkeep of common areas, lightning of common areas, security, insurance of building, etc.

11.2 With effect from the 30 days after the date of handing over of possession of Apartment by promoter, allottee shall bear cost of utilities like electricity, water, consumed in the Apartment.

## 12. DEFECT LIABILITY:

It is agreed that in case any structural defect is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, 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 APARTMENT FOR REPAIRS:

The Promoter/ Maintenance Agency / Association of Allottees shall have rights of unrestricted access of all Common Areas, 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 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 "Vaishno Manor Apartment", 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 APARTMENT:**

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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, 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 and keep the Apartment, 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 in Common Areas. The Allottee 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 or place any material in the common areas/passages or staircase of the Building. Allottee shall not permit any of its material/equipment/machine to protrude in common passages

and/or staircase. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter as per the guidelines of 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.

15.4 Allottee shall use the Apartment for residential purposes only in accordance with applicable laws bye-laws.

15.5 Allottee shall not sub-divide bifurcate the Apartment and shall also not amalgamate the Apartment with other Apartments in the building.

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

The Parties are entering into this Agreement for the allotment of a Apartment 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 building plan has been approved by the competent authority(ies) 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/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.

**19. APARTMENT OWNERSHIP ACT:**

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

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. Stamp Duty and Registration Charges involved in execution and registration of this agreement shall have to be borne by Allottee.

**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 Apartment Building, as the case may be.

**22. RIGHT TO AMEND:**

This Agreement may only be amended with written consent of the Parties.

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment 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 this Agreement, waive the breach by the Allottee in not making payments as per the opted Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter 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.

24.2 Failure on the part of the 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 provision.

**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 thereunder 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 the Act or the Rules and Regulations made thereunder 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project/Land.

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 its execution by the Promoter through its authorized signatories at the Promoter's Site Office at Aligarh. After the Agreement is duly executed by all parties this Agreement shall be registered at the office of the concerned Sub-Registrar having jurisdiction over the area wherein Project is situated.

29. **NOTICES:**

29.1 All notices to be served on the Allottee shall be served at his address mentioned above and shall be deemed to have been duly served if sent to the Allottee by Speed Post or through reputed courier at said address. Promoter shall also have the liberty to serve all communications to allottee at his email address and communications so sent to allottee's email address shall be deemed to have been duly served upon allottee.

29.2 All notices to be served on the Promoter shall be served at its site office and shall be deemed to have been duly served if sent to the

Promoter by Speed Post or through reputed courier at said address.

29.3 It shall be the duty of the Allottee and Promoter to inform each other of any change in their address subsequent to the execution of this Agreement by Speed Post/Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the addressee.

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for the Apartment, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made there

**32. INTERPRETATION**

Meanings set forth or terms defined in this agreement and all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neutral forms as the context may require.

**33. GOVERNING LAW:**

Rights and obligations of the parties under or arising from this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**34. DISPUTE RESOLUTION:**

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

IN WITNESS WHEREOF parties hereto have signed this agreement on the date and place mentioned hereinbelow :

[ \_\_\_\_\_ ]  
Authorised Signatory  
Promoter

[ \_\_\_\_\_ ]  
Allottees

Date  
Place

Date  
Place

### Schedule A

Particulars of Apartment agreed to be sold to Allottee				
1(a)	Apartment Number	:		
1(b)	Floor Number	:		
1(c)	Tower/Block/Building Number	:		
1(d)	Size of Apartment	:	Carpet Area (in Square Feet) <hr style="width: 100%;"/> Covered Area (in Square Feet) <hr style="width: 100%;"/> Super Area (in Square Feet) <hr style="width: 100%;"/>	
1(e)	Project Name	:	Vaishno Manor Apartment	
1(f)	Location of Project	:	Khasra No. 978/2, 982/1, Jail Road, Koil, Aligarh	
Consideration Payable by Allottee to Promoter for Apartment				
2.	Head of Charge	:	Consideration	GST (as per rate prevailing on date of agreement)
			Rate	Amount (Rs.)
2(a)	Basic Sale Price (BSP)	:		
2(b)		:		
2(c)		:		
2(d)		:		
3.	Total Price (in Rupees), payable by allottee (Inclusive of Tax at rate prevailing on date of agreement)	:		
4.	Rate Per Square Feet of Carpet Area (in Rupees) (Inclusive of Tax at rate prevailing on date of	:		

	agreement)		
Date of Possession			
5.	Tentative Date of handing over possession of Apartment by Promoter to Allottee	:	
6.	Date of handing over possession of Apartment by Promoter to Allottee	:	

**SCHEDULE 'B'**  
**Layout Plan of the Apartment**







**SCHEDULE 'D' - Specifications of Apartment**