

# AGREEMENT FOR SALE/LEASE

This Agreement for Sale/lease ("**Agreement**") executed on this xx/xx/xxxx day of xxxxxx Month, 20xx.

## BY THE BETWEEN

**Khan and Brothers Infratech Pvt. Ltd.** CIN no U45400UP2012PTC054006 company incorporated under the provisions of the Companies Act, [1956 or the case may be], having its registered office at **Near Al-Barkaat School, Maulana Azad Nagar, Anoopshahar Road, Aligarh** PAN No. AAFCK0570R represented by its authorized signatory Abid Jamal Siddiqi Aadhar No. 515745947594 authorized wide board resolution dated xx/xx/xxxx 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).

## AND

Mr. / Mrs xxxxxx, (Aadhar No xxxxxx) son / daughter of xxxxxx, aged about xx, residing at xxxxxx (PAN xxxxxx), hereinafter called the "Allottees" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and includes his / her heirs, executors, administrator, successors-in-interest and permitted assigns).

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

## DEFINITION

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

- (a) "Act" means the Real Estate (Regulation and Development Act, 2016 (16 of 2016)
- (b) "Authority means Uttar Pradesh Real Estate Regulatory Authority
- (c) "Government means the Government of Uttar Pradesh.
- (d) "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act. 2010;
- (f) "section" means a section of the Act.

## WHEREAS:

A	<p>The Promoter is the absolute and lawful owner of khasra nos <u>971K, 973, 974, 975, 976, 977, 986, 988, 989</u> totally admeasuring <u>2475</u> square meter situated at <b>Near Al-Barkaat School, Maulana Azad Nagar, Anoopshahar Road, Aligarh</b> in Tehsil and District <b>Aligarh</b> ("Said Land") vide sale / lease deed(s):</p> <p><u>Dated: (24/03/15), (28/03/16), 16/08/14), (28/03/16), (24/03/15), (17/07/14), (16/08/14)</u>            Book No. 1            Volume No. <u>7446, 8068, 7029, 8069, 7446, 6967, 7029</u>            Page No. <u>(251-308), 377-406, (237-266), (1-14), (309-324), (1-18), (217-236)</u>            Document No. <u>(2798), 2739, 8818, 2740, 2799, 7543, 8817</u></p>
B	<p>The Said Land is earmarked for the purpose of building a residential any other purpose project, comprising <u>S+6</u> multistoried apartment buildings and [insert any other components of the Project] and the said project shall be known as <b>Twin Spire Phase II</b>;</p>
C	<p>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,</p>
D	<p>The <b>ADA</b> [Please insert the name of the concerned competent authority has granted the commencement certificate in develop the Project vide approval dated <b>10 January, 2022</b> bearing registration No. <b>AGDA/BP/20-21/0484</b>;</p>
E	<p>The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment building, as the case may be, from <b>ADA</b>. 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;</p>
F	<p>The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh</p>

	Real Estate Regulatory Authority at <b>ALIGARH</b> on <b>08/02/2022</b> under registration No. <b>xxxxxxx</b> .			
G	The Allottee had applied for an apartment in the Project vide application No <b>xxxxxx</b> dated <b>xx/xx/xxxx</b> and has been allotted apartment No <b>x-xxxx-xx</b> having carpet area of <b>xxxx</b> square meters ( <b>xxxx</b> square feet), type <b>xxx</b> , on floor in (tower / block / building) No <b>xxx</b> ("Building") along with garage/covered parking No. <b>xxxx</b> admeasuring xxxx square meters ( <b>xxxx</b> square feet) 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" <u>and deed of declaration submitted before the concerned authority</u> (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);			
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	<b>TERMS:</b>			
	1.1.1	Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell Allottee and the Allottee hereby agrees to purchase the Apartment 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 Apartment based on the carpet area is Rs. <b>xxxxxx</b> (Rupees <b>xxxxxxxx</b> only ("Total Price") (Give break up and description);		
		<table><tr><td>Block / Building / Tower No. <b>xxx</b> Apartment No <b>xxxx</b> Type <b>xxxx</b> Floor <b>xxxx</b> Carpet Area <b>xxxx</b></td><td>Rate of Apartment Rs. <b>xxxxxxxx</b> per square meter (Rs. Per square foot)*</td></tr></table>	Block / Building / Tower No. <b>xxx</b> Apartment No <b>xxxx</b> Type <b>xxxx</b> Floor <b>xxxx</b> Carpet Area <b>xxxx</b>	Rate of Apartment Rs. <b>xxxxxxxx</b> per square meter (Rs. Per square foot)*
Block / Building / Tower No. <b>xxx</b> Apartment No <b>xxxx</b> Type <b>xxxx</b> Floor <b>xxxx</b> Carpet Area <b>xxxx</b>	Rate of Apartment Rs. <b>xxxxxxxx</b> per square meter (Rs. Per square foot)*			
		Total price (in rupees)		
<b>Explanation</b>				
	(i)	The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.		
	(ii)	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, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.		
1.1		<p>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 demand on the Allottee for increase in development fee cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.</p> <p>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.</p>		
1.2		The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").		
1.3		The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ <b>xxxx</b> % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allotted by the Promoter.		
1.4		It is agreed that the Promoter shall not make any additions and alterations in the		

		<p>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;</p> <p>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,</p>
1.5		<p>(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 Allottees 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 Allottees. 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.</p>
1.6		<p>Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below: The Allottee shall have exclusive ownership of the Apartment:</p>
	(i)	The Allottee shall have exclusive ownership of the Apartment;
	(ii)	<p>The Allottee shall also have undivided proportionate share in the Common Areas Since the share/interest of Allottees 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 a clarified that the Promoter shall hand over the Common Areas to the association of Aloes after duly obtaining the completion certificate from the competent authority as provided in the Act;</p>
	(iii)	<p>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 electro 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, maintenance charges (as per Para 11 etc.) and includes cost for providing all other facilities amenities and specifications to be provided within the Apartment) and the Project:</p>
	(iv)	<p>The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment, as the case may be.</p>
1.7		<p>It is made clear by the Promoter and the Allottee agrees that the (Apartment) 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 for a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee it is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.</p>
1.8		<p>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 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</p>

		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
1.9		The Allottees has paid a sum of Rs. <u>XXXXXXX</u> (Rupees <u>XXXXXX</u> only) as booking amount 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 Allottees hereby agrees to pay the remaining price of the (Apartment) 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 Allottees delays in payment towards any amount which is payable, he shall be able to pay interest at the rate prescribed in the Rules.
<b>2</b>	<b>MODE OF PAYMENT:</b>	
	Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as in the Payment Plan mentioned [Schedule C] through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of <u>XXXXXXX</u> payable at <u>XXXXXX</u> .	
<b>3</b>	<b>COMPLIANCE OF LAW RELATING TO REMITTANCES</b>	
	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, it provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 of the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
	3.2	The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement 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 Allottees 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.
<b>4</b>	<b>ADJUSTMENT / APPROPRIATION OF PAYMENT</b>	
	The Allottees 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, in his/her name and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payments in any manner.	
<b>5</b>	<b>TIME IS ESSENCE</b>	
	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] to the Allottees and the Common Areas to the association of Allottees or the competent authority, as the case may be. <u>Similarly the Allottees shall make timely payments of the installment and other dues payable</u>	

	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").	
<b>6</b>	<b>CONSTRUCTION OF THE PROJECT/ APARTMENT</b>	
	<p>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 [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws. FAR and density norms and provisions prescribed by the <u>xxxxxxx</u> [Please insert the relevant State 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.</p>	
<b>7</b>	<b>POSSESSION OF THE APARTMENT</b>	
	7.1	<p>Schedule for possession of the said 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 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 <u>xxxxxxx</u>, 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 in the Extension of time for delivery of possession of the Apartment.</p> <p>Provided that such Force Majeuro 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 <u>120</u> days from that date. The Promotor shall intimate the Allottees 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. <u>In case the project in 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.</u></p>
	7.2	<p>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] 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);</p> <p>[Provided that, in the absence of <u>Applicable Law</u> 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 fulfilment 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.</p>
	7.3	<p>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</p>

		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 <u>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.</u>
	7.4	<p><b>Cancellation by Allottee</b> – The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:</p> <p>Provided that where the Allottees 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 UPRERA on the date of re-allotment.</p>
<b>8</b>	<b>REPRESENTATIONS AND WARRANTIES OF THE PROMOTER</b>	
	The Promoter hereby represents and warrants to the Allottee as follows:	
	(i)	The Promoter has absolute, clear and marketable she with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
	(ii)	The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
	(iii)	There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
	(iv)	There are no litigations pending before any Court of law or Authority with respect to the said Land Project or the Apartment.
<b>9</b>	<b>CONVEYANCE OF THE SAID APARTMENT</b>	
	<p>The Promoter, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the role of the Apartment 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:</p> <p>[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 Allottees 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.</p>	
<b>10</b>	<b>MAINTENANCE OF THE SAID BUILDING/ APARTMENT/PROJECT</b>	
	<p>The Promoter shall be responsible to Provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees upon the issuance of the completion certificate of the project. The cast of such maintenance for 1 (one) year from the date of completion certificate, has been included in the Total Price of the Apartment.</p> <p>However, if the Association of Allottees 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 maintenance 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.</p>	
<b>11</b>	<b>DEFECT LIABILITY</b>	
	It is agreed that in case any structural defect or any other defect in workmanship, quality or	

	<p>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 Allotted from the date of handing over possession <u>or the date of obligation of the promoter to given possession to the Allottees, whichever is earlier</u>, 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.</p>	
<b>15</b>	<b>GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT</b>	
	15.1	Subject to Para 12 above, the Allottee shall, after taking possession, the 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 is common passages, corridors circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change alter or make additions to the Apartment and 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 publicly 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
	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.
<b>16</b>	<b>COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES</b>	
	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.	
<b>17</b>	<b>UP. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010</b>	
	The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act. 2010. The Promoter showing compliance of various laws / regulations as applicable in <u>Uttar Pradesh</u> .	
<b>18</b>	<b>ENTIRE AGREEMENT</b>	
	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 latter correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, as the case may be.	
<b>19</b>	<b>RIGHT TO AMEND</b>	
	<u>This Agreement may only be mended through written consent of the Parties.</u>	
<b>20</b>	<b>PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES</b>	
	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.	
<b>21</b>	<b>NOTICE</b>	
	That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be med to have been duly served if sent to the Allottee of the Promotor by	

	Registered Post at their respective addresses specified below:			
	<u>XXXXXXXXXXXX</u> Name of Allottee <u>XXXXXXXXXXXX</u> (Allottee Address)  M/s <u>XXXXXXXXXXXX</u> Promoter name <u>XXXXXXXXXXXX</u> (Promoter Address)  it shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottees, as the case may be			
22	<b>JOINT ALLOTTEES</b>			
	That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.			
23	<b>DISPUTE RESOLUTION</b>			
	All or any disputes arising out of 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 of Adjudicating Officer appointed under the Act.			
[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or consistent with the terms and conditions set out above of or the Act and the Rules and Regulations made there under.]				
IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at <b>Aligarh</b> in the presence of attesting witness, signing as such on the day first above written.				
<b>SIGNED AND DELIVERED BY THE WITHIN NAMED</b>				
Allottee: (including joint buyers)				
	(1) Signature Name Address	_____ _____ _____	Please affix Photograph and sign across the photograph	
	(1) Signature Name Address	_____ _____ _____	Please affix Photograph and sign across the photograph	
	Signed and delivered by the Witness Promoter: (1)Signature (Authorized Signatory) Name Address	_____ _____ _____	Please affix Photograph and sign across the photograph	
	At _____ on _____ in the presence of: Witnesses:  1. Signature _____ Name _____ Address _____			



	2. Signature _____ Name _____ Address _____	
	* or such the certificate by whatever name called issued by the competent authority.	
	SCHEDULE 'A'	PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE GARAGE / COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
	SCHEDULE 'B'	FLOOR PLAN OF THE APARTMENT
	SCHEDULE 'C'	PAYMENT PLAN
	SCHEDULE 'D'	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
	SCHEDULE 'E'	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
	[The Schedules to this Agreement for Sale shall be as agreed to between the Parties]	