

Allotment Letter

This Agreement for Sale executed on this _____ day of _____

BETWEEN M/s _____ (Cin No. _____), a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office at _____ and its corporate office at Jasmine Grove Khasra No. 959, NH-24, Ghaziabad (PAN AARCS3787N), represented by its Director/authorized signatory _____ (Aadhar No. _____) authorized vide board resolution dated _____ hereinafter referred to as the **"Developer"** (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

_____,
(CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____
(PAN _____),
represented by its authorized signatory, _____,
(Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____
(PAN _____), represented by its authorized Partner _____
(Aadhar No. _____) authorized vide _____ hereinafter referred to as the **"Developer"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

1. Mr./Ms. _____,
(Aadhar No. _____)
son/daughter of _____,
aged about _____ residing at _____
(PAN _____)

2*. Mr./Ms. _____,
(Aadhar No. _____)
son/daughter of _____,
aged about _____ residing at _____
(PAN _____)

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

[OR]

Mr. _____,
(Aadhar No. _____) son of _____
aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known
as _____ **HUF**, having its place of business / residence at

(PAN _____), hereinafter referred to as the "**Allottee**" (which
expression shall unless repugnant to the context or meaning thereof be deemed to mean
and the members or member for the time being of the said **HUF**, and their respective heirs,
executors, administrators and permitted assigns).

The Developer 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. As per record the "**M/S SAVFAB DEVELOPERS PVT. LTD.**" company has acquired the land by virtue of Agreement and registered GPA executed in respect of project land at Village Mehroli, NH-24, Ghaziabad.

A scheme for layout plan submitted to G.D.A and subsequently it was approved by G.D.A. vide Letter No. _____ Dated : _____ and the owner and developer proposes to develop the said Plot of Land developed a city known as "**Jasmine Grove Phase-II**" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities. The Owner / Developer intend to carry the development/construction of the project in different phases and shall allot the plots to the intending buyers.

- B. The said land is earmarked for the purpose of Plotted Gated residential project, comprising of 100, 200, 250 Sq.yds, said project shall be known as "**Jasmine Grove Phase-II**".
- C. The Developer is fully competent to enter into this agreement "Jasmine Grove Phase-II", and all the legal formalities with respect to the right, title and interest of the developer regarding the said land on which plotting has been approved by GDA and Company is willing to execute & register agreement to sell.

- D. The Developer has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the project and also for the plot, from Ghaziabad Development Authority. The developer 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.
- E. The developer has registered the project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at GHAZIABAD DEVELOPMENT AUTHORITY on _____ under registration No. _____.
- F. The allottee had applied for an plot in the project vides application No. _____ dated _____ and has been allotted plot No. _____ having area of _____ square meters/ Square yds.,
- [OR]
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. 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;
- I. 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;
- J. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the developer hereby agrees to sell and the allottee hereby agrees to purchase the residential plot.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. **TERMS:**

- 1.1.1 Subject to the terms and conditions as detailed in this agreement, the developer agrees to sell to the allottee and the allottee hereby agrees to purchase, the plot.
- 1.1.2 Both the parties confirm that they have read and understood the provisions of setion-14 of the Act
- 1.2 The Total Price for the plot based on the area is Rs. _____
(Rupees _____
only ("Total Price") (Give
break up and description):

A	Basic cost of the Plot (Area x Rate)	
B	Preferential Location Charges	
C	Charges for EDC / IDC	
	Total Basic Price (in rupees)	
D	Charges for electric service connection (energizing charges)	
	Charges for sewer and water connection charges from the main laid along the road servicing the plot	
	Charges for Club Membership	
	Charges for Power backup	
	Charges for IFMS	
	Charges for Advance Maintenance	
	Charges for any other service etc.	
	GST or any taxes any government levies extra as applicable	
	Total Other Charges (in rupees)	

Explanation:

- (i) The total price above includes the booking amount paid by the allottee to the developer towards the plot:
- (ii) The total price above includes taxes (consisting of tax paid or payable by the developer by way of GST and other taxes which may be levied, in connection with the development of the project payable by the developer, by whatever name called) up to the date of handing over the possession of the plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the occupancy certificate:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the authority, as per the Act, the same shall be charged from the allottee;

- (iii) The developer shall periodically intimate in writing to the allottee, the amount payable as stated in (i) above and the allottee shall make payment demanded by the developer within the time and in the manner specified therein. In addition, the developer shall provide to the allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies

etc. have been imposed or become effective;

- (iv) The total price of plot includes price of land, internal development charges, external development charges, taxes, electrical connectivity to the plot, water line and plumbing, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the (Plot/Plot) and the project.
- 1.3 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 developer undertakes and agrees that while raising a demand on the allottee for increase in development fee, cost/charges imposed by the competent authorities, the developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the allottee, which shall only be applicable on subsequent payments:
- 1.4 The allottee(s) shall make the payment as per the payment plan.
- 1.5 The developer may allow, in its sole discretion, a rebate for early payments of installments payable by the by discounting such early payments @ _____ % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject revision/withdrawal, once granted to an allottee by the developer.
- 1.6 It is agreed that the developer shall not make any changes in the sanctioned plans, layout plans and the nature of amenities described.
- 1.7 The developer shall confirm to the final area that has been allotted to the allottee by GDA. The total price payable for the area shall be recalculated upon confirmation by the developer. If there is reduction in the area then the developer 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 area, which is not more than three percent of the area of the plot, allotted to allottee, the Developer may demand that from the allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.2 of this agreement.
- 1.8 Subject plot to para 9.3 the developer agrees and acknowledges, the allottee shall have the right to the as mentioned below:
 - (i) The allottee shall have exclusive ownership of the plot;
 - (ii) The allottee shall also have undivided proportionate share in the common areas. Since the share/interest of allottee in the common areas is undivided and cannot be divided or separated, the allottee shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the developer shall hand over the common areas to the association of allottees after duly obtaining the occupancy certificate from the competent authority as provided in the Act;

- (iii) The allottee has the right to visit the project site to assess the extent of development of the project and his plot, as the case may be.

1.9 It is made clear by the developer and the allottee agrees that the plot along with _____ parking shall be treated as a single unit for all purposes. It is agreed that the project is a part of project "**Jasmine Grove Phase-II**", or otherwise except 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 developer agrees to pay all outgoings before transferring the physical possession of the plot to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, 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 developer 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 plot to the allottees, the developer 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 therefore by such authority or person.

1.11 The allottee has paid a sum of Rs. _____ (Rupees _____ only) **i.e. 10%** as booking amount being which plot within provided interest part payment towards the total price of the plot at the time of application the receipt of the developer hereby acknowledges and the allottee hereby agrees to pay the remaining price of the as prescribed in the payment plan as may be demanded by the developer the time and in the manner specified therein:

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

2. **MODE OF PAYMENT**

Subject to the terms of the agreement the allottee shall make all payments, on written demand by the developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**Savfab Developers Pvt. Ltd.**' payable at Ghaziabad/Delhi.

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 developer with such

permission, approvals which would enable the developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The allottee 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 developer accepts no responsibility in regard to matters specified in para 3.1 above. The allottee shall keep the developer 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 developer immediately and comply with necessary formalities, if any, under the applicable laws. The developer shall not be responsible towards any third party making payment/remittances on behalf of any allottee and such third party shall not have any right in the application/allotment of the said plot applied for herein in any way and the developer shall be issuing the payment receipts in favour of the allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The developer shall abide by the time schedule for completing & handing over of project "**Jasmine Grove Phase-II**", as disclosed at the time of registration of the project with the authority and towards handing over the plot to the allottee and the common areas to the association of allottees or the competent authority, as the case may be.

Similarly, the allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous handing over plot within stipulated period.

6. CONSTRUCTION OF THE PROJECT/ PLOT:

The allottee has seen the proposed layout plan, amenities and facilities of the plot and accepted payment plan and the amenities and facilities (annexed along with this agreement) which has been approved by the competent authority, as represented by the developer. The developer shall develop the project in accordance with the said layout plans, amenities and facilities. Subject to the terms in this agreement, the developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, & provisions prescribed by the **Ghaziabad Development Authority** and breach of this term by the developer shall constitute a material breach of the agreement.

7. POSSESSION OF THE PLOT:

- 7.1 Schedule for possession of the said plot - The developer agrees and understands that timely delivery of possession within specified period of 90 days **from the date of execution of agreement** of the plot to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the agreement. The developer assures to hand over possession of the plot along with ready and complete common areas with all specifications, amenities and facilities of the project, 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 handing over of the project is delayed due to the Force Majeure conditions then the allottee agrees that the developer shall be entitled to the extension of time for delivery of possession of the plot:
- 7.2 Procedure for taking possession - The developer, upon obtaining the certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the plot, to the allottee in terms of this agreement to be taken within two months from the date of issue of certificate/occupancy certificate (as applicable):
- 7.3 Failure of allottee to take possession of plot - Upon receiving a written intimation from the developer as per Para 7.2, the allottee shall take possession of the plot from the developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the developer shall give possession of the plot to the allottee. In case the allottee fails to take possession within the time provided in para 7.2, such allottee shall be liable to pay to the developer holding charges at the rate of Rs. 5/- per month per sq. ft. 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 certificate/occupancy certificate (as applicable) and handing over physical possession of the plot to the allottees, it shall be the responsibility of the developer 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 and in case of non compliance of agreed terms amounts to cancellation.

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the developer, the developer herein is entitled to forfeit the booking amount paid for the allotment. The developer shall return 50% (fifty percent) of 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 plot / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The developer shall inform the previous allottee the date of re-allotment of the said plot / plot and also display this information on the official website of UP RERA on the date of re-allotment

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

8. **REPRESENTATION AND WARRANTIES OF THE DEVELOPER;**

- (i) The developer has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the project.
- (ii) The developer has lawful rights and requisite approvals from the competent authorities to carry out development of the project.
- (iii) There are no encumbrances upon the said land or the project; (in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land).
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land, project or the plot.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and plot are valid and subsisting and have been obtained by following due process of law. Further, the developer has been and shall, at all times, remain to be in compliance with all applicable law in relation to the project, said land, building and plot and common areas;
- (vi) The developer has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the allottee created herein, may prejudicially be affected;
- (vii) The developer confirms that the developer is not restricted in any manner whatsoever from selling the said plot to the allottee in the manner contemplated in this agreement;
- (ix) At the time of execution of the conveyance deed the developer shall handover lawful, vacant, peaceful, physical possession of the plot to the allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property;
- (xi) The developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of plot as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of

allottees or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the developer in respect of the said land and/or the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the developer shall be considered under a condition of default, in the following events:

- (i) Developer fails to provide ready to move in possession of the plot 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.
- (ii) Discontinuance of the developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made there under.

9.2 In case of default by developer under the conditions listed above a non defaulting allottee is entitled to the following:

- (i) The allottee shall have the option of terminating the agreement in which case the Developer shall be liable to refund the 50% of entire money paid by the allottee under any head whatsoever towards the purchase of the plot, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. within forty-five days of receiving the termination notice & remaining balance 50% will be payable after re-allotment of plot to prospective buyer.

9.3 The allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the allottee fails to make payments for 2 (two) consecutive demands made by the developer as per the payment plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the developer on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The developer must not be in default to take this benefit;
- (ii) In case of default by allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the developer in this regard, the developer may cancel the allotment of the plot in favour of the allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated. The developer must not be in default to take this benefit;

Provided that the developer shall intimate the allottee about such termination **at least 30 days notice** prior to such termination.

10. CONVEYANCE OF THE SAID PLOT:

The developer on receipt of total price of the plot as per Para 1.2 under the agreement from the allottee, shall execute a conveyance deed and convey the title of the plot together with proportionate indivisible share in the common areas within 3 months from the date of issuance of the occupation certificate as the case may be, to the allottee:

11. MAINTENANCE OF THE SAID BUILDING! PLOT! PROJECT:

The developer 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 cost of such maintenance for 1 (one) year from the date of occupancy certificate has been included in price of the plot.

However, if the association of allottees is not formed within 1 year of occupancy certificate the developer 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 developer will pay the balance amount available with him against the maintenance charge to association of allottees once it is formed.

12. DEFECT LIABILITY:

It is agreed that in case any basic defect in common area, the developer will rectify it within 2 years.

13. RIGHT TO ENTER THE PLOT FOR REPAIRS:

The developer/maintenance agency/association of allottees shall have rights of unrestricted access of all common areas, 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 plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of common area and service areas: The service areas, if any, as located within the "**JASMINE GROVE PHASE-II**", 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 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 PLOT:

- 15.1 Subject to Para 12 above, the allottee shall, after taking possession, be solely responsible to maintain the plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the plot, or the staircases, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the building or anywhere on the exterior of the project, buildings therein or common areas.
- 15.3 The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The parties are entering into this agreement for the allotment of a plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The developer undertakes that it has no right to make addition structure or to put up additional structure(s) anywhere in the project after layout plan, sanction plan, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. U.P. PLOT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010:

The developer has assured the allottees that the project in its entirety is in accordance with the provisions of the U.P (Promotion of Construction, Ownership and Maintenance) Act, 2010. The developer showing compliance of as applicable in Uttar Pradesh.

20. BINDING EFFECT:

Forwarding this agreement to the allottee by the developer does not create a binding obligation on the part of the or the allottee until, firstly, the allottee signs and delivers this agreement with all the schedules along with due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the allottee and

appears for registration of the same before the concerned Sub-Registrar, **GHAZIABAD** as and when intimated by the developer. If the allottee(s) fails to execute and deliver to the developer 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 developer, then the developer 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.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND

This agreement may only be amended through 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 plot 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 plot for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The developer 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 payment plan including waiving the payment of interest for delayed payment.

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 there under or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable laws, as the case may be, and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

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

Wherever in this agreement it is stipulated that the allottee 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 plot bears to the total carpet area of all the plots in the project

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this agreement shall be complete only upon its execution by the developer through its authorized signatory at the developer's site Office in _____ after the agreement is duly executed by the allottee and the developer or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar-II at Ghaziabad. Hence this agreement shall be deemed to have been executed at Ghaziabad.

29. NOTICES:

That all notices to be served on the allottee and the developer as contemplated by this agreement shall be deemed to have been duly served if sent to the allottee or the developer by registered post at their respective addresses specified below:

Name of Allottee _____

(Allottee Address) _____

Developer Name M/s Savfab Developers Pvt. Ltd.

(Developer Address) _____.

It shall be the duty of the allottee and the developer 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 developer or the allottee, as the case may be...

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment cum agreement to sell, or any other document signed by the allottee, in respect of the plot, prior to the execution and registration of this agreement for sale for such plot, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act or the Rules or the Regulations made there under.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33. DISPUTE 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 Arbitrator appointed through Developer.

IN WITNESS WHEREOF parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature

Name _____

Address _____

(2) Signature

Name _____

Address _____

SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE [PLOT/PLOT] AND THE PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - PAYMENT PLAN

- (a) At the time of booking.....5%

- (b) At the time of allotment.....5% + 50% EDC+IDC

- (c) 60 days of allotment.....15% + 50% EDC+IDC

- (d) 90 days of allotment.....15% + PLC

- (e) 120 days from allotment.....15%

- (f) 150 days from allotment.....20%

- (g) 180 days from allotment.....20%

- (h) At the time of possession.....5%

SCHEDULE 'C' - AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT/PLOT)

SCHEDULE 'D' SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
—

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

