

**AGREEMENT FOR SALE**

**BETWEEN**

**AMRAWATI INFRADEVELOPERS LLP**

**&**

**PERSONS/ENTITIES SPECIFIED IN SCHEDULE 1**

**&**

**MR./MS./M/S \_\_\_\_\_**

**PROJECT - AMRAWATI MIDTOWN**

Please affix a photograph and sign across the photograph. Please ensure the signature do not cover any part of the face.

Please affix a photograph and sign across the photograph. Please ensure the signature do not cover any part of the face.

<b>Agreement for Sale</b>		
1	Ward / Pargana	Mohanlalganj, Lucknow
2	Village	Mastemau
3	Details of Property	Unit No: AMRAWATI MIDTOWN
4	Unit of measurement	Sq. Mtrs./Sq. yards
5	Size of Unit	
6	Location	_____, Lucknow
7	Earnest Money Paid	
8	Total Price of the Unit	
9	Stamp Duty	
10	Bound By	East
		West
		North
		South

## **AGREEMENT FOR SALE**

This Agreement for Sale (hereinafter referred to as the “**Agreement**”) is executed at Lucknow on this \_\_\_\_\_th day of \_\_\_\_\_, 2023

by and between

1. **M/s Amrawati Infradevelopers LLP**, a limited liability partnership incorporated and validly existing under the provisions of Limited Liability Partnership Act, 2008 having Limited Liability Partnership Identification Number (LLPIN) AAF-2485 with its registered office 503/58, Barauliya, Daliganj, Luknow, UP-226020 & Corporate Office at 7<sup>th</sup> Floor Eldeco Corporate Tower, Vibhuti Khand, Lucknow UP-226010 (hereinafter referred to as the “**Promoter**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART** acting through its authorized signatory Mr. ..... (Aadhar No. ....) s/o Mr. ...., authorized *vide* a resolution dated ..... passed by the partners;
2. **The person/entities specified in Schedule 1** hereto (hereinafter referred to as the “**Owners**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest, legal heirs, executors, administrators and permitted assigns as the case may be) of the **SECOND PART**;

**AND**

3. **Mr./Ms. \_\_\_\_\_, (PAN No. \_\_\_\_\_) S/o/ D/o/ W/o \_\_\_\_\_**, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, 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) of the **THIRD PART**.

**OR**

*[If there are more than one Allottee as Individual]*

**Mr./Ms. \_\_\_\_\_ (PAN: \_\_\_\_\_) S/o/ D/o/ W/o of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_; Mr./Ms. \_\_\_\_\_ (PAN: \_\_\_\_\_)**

\_\_\_\_\_) S/o/ D/o/ W/o of \_\_\_\_\_, aged about \_\_\_\_ years, residing at \_\_\_\_\_; and **Mr./Ms.** \_\_\_\_\_ (PAN: \_\_\_\_\_) S/o/ D/o/ W/o of \_\_\_\_\_, aged about \_\_\_\_ years, residing at \_\_\_\_\_ (hereinafter collectively referred to as the “**Allottee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

OR

[If the Allottee is a company]

**M/s** \_\_\_\_\_, (Corporate Identification No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013/or incorporated under the provisions of the Companies Act, 2013 (as the case may be), having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_ (Aadhar No. \_\_\_\_\_), duly authorized *vide* resolution of its board of directors 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) of the **THIRD PART**.

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 (Registration No. \_\_\_\_\_ with the Registrar of Firms & Societies, \_\_\_\_\_), having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its partner, \_\_\_\_\_ (Aadhar No. \_\_\_\_\_), authorized *vide* letter of authority dated \_\_\_\_\_, (hereinafter referred to as the “**Allottee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their legal heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_ aged about \_\_\_\_\_ years 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) of the **THIRD PART**.

(The Promoter, Owners and the Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as the "**Party**").

**WHEREAS:**

- A. The Promoter is in the process of developing a plotted housing project under the name and style of "**AMRAWATI MIDTOWN**" on a land parcel admeasuring 8.6255 acres situated at Sultanpur Road, Adjacent to IIIT, Lucknow (hereinafter referred to as the "**Land**").
- B. The Promoter has entered into a consortium agreement, (hereinafter collectively referred to as the "**Consortium Agreement**"), with the Owners for the purpose of execution of the Project. The Promoter is designated as lead member for the purposes of development of the Project. The Consortium Agreement is registered with the Sadar Tehsil, Lucknow as document no. 120 on 3.3.2023.
- C. The Promoter has obtained approval for the layout plan in respect of the Project from Lucknow Development Authority vide **Permit No.** \_\_\_\_\_ Plotted Resi development/Plotted Housing/06446/LDA/LD/22-23/2038/18102022 (hereinafter referred to as "**Approved Project Plan**").
- D. The Promoter has registered the Project under the provisions of the Act with the Authority at Lucknow on \_\_\_\_\_ under registration no. \_\_\_\_\_. The details of the Project are available at the website of the Authority at [www.uprera.in](http://www.uprera.in).
- E. Each of the Parties represents to the others that it is fully competent to enter into and perform this Agreement and has requisite corporate and other authorities to enter into and perform this Agreement.
- F. The Allottee(s) has perused all the relevant documents, as set out above, and is fully satisfied with the rights and obligations of the Promoter in respect of the Unit, Project

and the Land. It is only after satisfying itself, that the Allottee(s) has agreed to purchase the Unit in the Project.

- G. The Allottee(s) had applied for and has been allotted the Unit vide allotment letter dated \_\_\_\_\_. The specifications of the Unit are more fully described in **Schedule 2** annexed to this Agreement.
- H. The Allottee(s) is aware that the Promoter shall be applying for and thereafter will receive the permission, from state electricity boards, water boards or from any other body/commission/ regulator/licensing authority constituted by the Government of U.P for such purpose, to receive and distribute supply of electrical energy, water supply and other utilities in the Project, under prevailing rules and byelaws of the Government and the costs associated to the said activity shall be borne by all the Allottee(s)s proportionately.
- I. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Allottee(s) acknowledges and confirms that the Promoter has not induced the Allottee(s) for purchasing the Unit and the Allottee(s) further acknowledges and confirms that it is entering into this Agreement out of its own will and after fully understanding all aspects of the Project.
- K. The Allottee(s) further understands the financial implications of entering into this Agreement. The Allottee(s) understands and acknowledges that making payments as per Payment Plan is of utmost importance for the development of the Project and any failure by the Allottee(s) in making such payments shall have an adverse impact on the ability of the Promoter to develop the Project as per the agreed timelines.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable and related to the Project.
- M. The Parties, relying on the confirmations, representations and assurances of each other, do 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.
- N. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit.

**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. DEFINITIONS

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

- 1.1. **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as amended from time to time;
- 1.2. **“Additional Charges”** shall have the meaning ascribed to it in Clause 2.4 of the Agreement;
- 1.3. **“Approved Project Plan”** shall have the meaning ascribed to it in Recital E of this Agreement;
- 1.4. **“Authority”** means Uttar Pradesh Real Estate Regulatory Authority;
- 1.5. **“Consortium Agreement”** shall have the meaning ascribed to it in Recital B of this Agreement;
- 1.6. **“Common Areas”** shall have the meaning as defined under the Act and the Rules thereto;
- 1.7. **“Default”** shall have the meaning ascribed to it in Clause 9.1 of this Agreement;
- 1.8. **“Earnest Money”** shall mean the booking amount paid by the Allottee(s) at the time of submitting the application form for registration for allotment of the Unit with the Promoter/its nominee;
- 1.9. **“Force Majeure”** shall mean any event or circumstance or combination of events or circumstances beyond the control of a Party which (a) are beyond the control of a Party, (b) could not have been prevented by exercise of reasonable diligence or overcome by exercise of due diligence and good industry practice, (c) despite the adoption of reasonable precaution and/or alternative measures, could not be prevented or caused to be prevented, (d) has not arisen or occurred because of any action or inaction on the part of the Party claiming benefit of such force majeure event, and which materially and adversely affects a Party’s ability to perform its obligations under this Agreement, but only if and to the extent that such events and

circumstances pertain to the Project or have a direct effect on the Project, including without limitation to the following events or circumstances:

- 1.11.1. Act of God like earthquake, flood, inundation and landslide;
- 1.11.2. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances or other natural disaster;
- 1.11.3. Fire caused by reasons not attributed to the Party claiming the benefit of such event;
- 1.11.4. Acts of terrorism;
- 1.11.5. Change in the applicable law;
- 1.11.6. Orders of any court of law or tribunal or governmental authority, which prohibits or stays the construction, development, sales or marketing of the Project, and which is not attributable to any act or omission of the Party claiming the benefit of such event;
- 1.11.7. Strikes, labour, disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Party claiming the benefit of such event or any other calamity caused by nature affecting the regular development of the Project;
- 1.11.8. War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, civil commotion or disorder, enemy or terrorist action, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions;
- 1.11.9. Any spread of disease declared as epidemic or pandemic, such as COVID-19;
- 1.11.10. Any lockdown or curfew declared by the governmental authorities due to any disease like Covid-19 or for any other reason;
- 1.11.11. Non receipt of any due instalment by 30% or more of the allottees of the Units in the Project on due date of payment of such instalment

1.10. **“Government”** means the State Government of Uttar Pradesh;

1.11. **“Indemnified Person”** shall have the meaning as ascribed to it in Clause 10.11 of this Agreement;

1.12. **“Land”** shall have the meaning ascribed to it in Recital A of this Agreement;

1.13. **“Maintenance Agency”** shall have the meaning ascribed to it in Clause 8.3.3 of the Agreement;

1.14. **“Payment Plan”** means the payment plan set out in **Schedule 3** of this Agreement as amended in terms of Clause 2.7 of this Agreement;

- 1.15. **“Unit”** shall mean a residential plot in the Project, more particularly described in **Schedule 2** of this Agreement;
- 1.16. **“Project”** shall mean a plotted development project under the name and style of **“Amrawati Midtown”** comprising of residential plots, residential & commercial spaces and recreational facilities being developed by the Promoter on the Land;
- 1.17. **“Rules”** means Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;
- 1.18. **“Regulation”** means a regulation made / issued under the Act;
- 1.19. **“Taxes”** shall mean and include goods and service tax, all governmental taxes, charges, fees, levies, duties, penalties, interest etc.
- 1.20. **“Total Price”** mean the components of the purchase price of the Unit as set out in Clause 2.4 of this Agreement.

Words denoting one gender shall include all genders and references to the singular number shall include references to the plural number and vice versa.

## 2. **TERMS**

- 2.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell the Unit and the Allottee hereby agrees to purchase the Unit from the Promoter. The specifications of the Unit is set out in **Schedule – 2** hereto which is accepted and agreed by the Allottee(s).
- 2.2. Both the Parties confirm that they have read and understood the provisions of Section 14 of the Act.
- 2.3. The Allottee(s) acknowledges that the State Government of Uttar Pradesh is developing a bandh on the banks of river Gomti to safeguard surrounding areas from future flooding. In this connection Bandha Shulka is being demanded by governmental / municipal authorities and such shulka shall be payable by the Allottee(s) proportionately. Consequently, the proportionately amount of Bandha Shulka is included in the Total Price of the Unit. In the event, the Bandha Shulka is increased, the proportionate amount of such increase shall be payable by the Allottee(s) as and when demanded by the Developer.

2.4. The Total Price of the Unit is inclusive of preferential location charges (PLC), applicable Taxes, external development charges (EDC), external electrification charges (EEC), bandha shulka, other cess, governmental levies but excluding sewer / water / electricity connection charges and interest free maintenance security (IFMS), and monthly maintenance charges (collectively referred to as "**Additional Charges**") and other charges and expenses which the Allottee(s) agrees to pay for execution and registration of this Agreement, conveyance deed and other documents in respect of the Unit.

2.5. The total amount payable by the Allottee(s) in pursuance of this Agreement to the Promoter towards Total Price and Additional Charges is as under:

<b>Particulars</b>	<b>As per Applicable Price List</b>	<b>Remarks</b>
<b>(A) Cost of the Unit</b>		
1) Basic Sale Price (BSP) @ Rs..... per sq. mtrs./sq. yards	Rs.....	
2) Preferential Location Charges (PLC)		
a. Green Adjacent/Green Facing @ ____ % of BSP	Rs. .....	
b. Green Adjacent & Facing @ ____ % of BSP	Rs. .....	
c. 12 mtr road facing @ ____ % of BSP	Rs. .....	
d. 18 mtr & above road facing @ ____ % of BSP	Rs. .....	
e. Corner @ ____ % of BSP	Rs. .....	
3) External Development Charges @ ____ per sq. mtrs / sq yards.	Rs. .....	
4) External Electrification Charges @ ____ per sq. mtrs / sq yards.	Rs. .....	

5) Bandha Shulka	Rs. ....	
6) Government Cess and Levies	Rs. ....	
<b>(B) Additional Charges</b>		
1) Interest Free Maintenance Security (IFMS) Deposit @ Rs. ____ per sq. mtrs/ sq yards	Rs. ....	
2) Sewer Connection Charges	Rs. ....	
3) Water Connection Charges	Rs. ....	
4) Electricity Connection Charges	Rs. ....	
5) Other Charges (if any)	Rs. ....	
<b>Total (A+B): Amount in Figure</b>	<b>Rs.....</b>	
Amount in .....	Words: .....	Rupees
Taxes, if any		
<b>GRAND TOTAL (Amount in Figure)</b>		

#### 2.6. Explanation:

- i. The booking amount of Rs. \_\_\_\_\_ paid by the Allottee(s) at the time of filing application for allotment of the Unit shall be adjusted towards the amount payable by the Allottee(s) for the Unit as per clause 2.5 above and shall be deemed to be the Earnest Money.
- ii. The Allottee(s) shall deduct a sum of 1% as per Section 194-IA of the Income Tax Act from the sale consideration which amounts to Rs. \_\_\_\_\_ as TDS and shall deposit the same with the Income Tax Authorities. The Allottee(s) shall provide to the Promoter original copies of the challans generated consequent to deposit of the TDS, as above. If such challans are not provided, then such amount shall not be considered as received by the Promoter.
- iii. The Allottee(s) expressly understands, agrees and acknowledges that the Total Price and Additional Charges are fixed in view of the current charges, levies, taxes, cess, shulka imposed by the governmental authorities and in

the event such charges, levies, taxes, cess and shulka and components of such nature are increased by the governmental authorities in future, then such increased amounts shall be payable by the Allottee(s) without any delay or the demur. It is further accepted and acknowledged by the Allottee that the Developer shall not be liable to pay such increased amounts.

- iv. The Total Price as mentioned **above includes Taxes applicable** on such Total Price levied, in connection with the Unit in the Project(s)) paid/payable by the Promoter up to the date of issue of offer of possession of the Unit to the Allottee(s), after obtaining the necessary approvals from competent authority for the purposes of such possession, provided that:
  - a) in case there is any change / modification in Taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased / reduced based on such modifications;
  - b) if there is any increase in the Taxes after the expiry of the scheduled date of completion of the Unit in 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;
  - c) all charges / fees imposed upon by the relevant authorities levied by whatever name called or in whatever form and with all such conditions imposed by the competent authorities shall be payable by the Allottee(s), as and when demanded by the Promoter.
  - d) if such charges / fees are increased/demanded (including with retrospective effect) after execution of the conveyance deed, the Allottee(s) agrees to pay such charges directly to the government or to the Promoter, following an intimation/ demand by the Promoter. The Allottee(s) agrees that the Promoter shall have the first charge and lien on the Unit to the extent of unpaid amount, as above.
  - e) All such charges, payments, levies, Taxes, cess, duties etc. payable to the governmental / regulatory / administrative authorities which are made applicable post the date of application shall be paid by the Allottee(s) as and when demanded by the Promoter and shall be deemed to be a part of the Total Price.
  - f) The Allottee(s) shall pay directly or if paid by the Promoter, then reimburse to the Promoter, on demand, government rates, cesses, Taxes of all and any kind by whatever name called, levy of proportionate

development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or leviable now or in future in respect of the Unit in the Project and the same shall be borne and paid by the Allottee(s).

- g) Charges and costs stipulated in Clause 10.2 below shall be borne by the Allottee(s) over and above the Total Price.
- 2.7. The Allottee(s) further understands and agrees that all facilities, utilities and amenities in the Project shall be developed, operated and maintained by the Promoter pursuant to the provisions of the Act till the time they are handed over to association of Unit owners/Allottee(s) of the Project or to the municipal authorities, as the case may be. Further, the Allottee(s) understands and agrees that for availing the said facilities, services and / or amenities, the Allottee(s) shall sign and execute a separate agreement(s) on such terms and conditions as may be required for use of such services and amenities which shall include payments required to be made for availing such facilities / amenities and such amount is not part of the Total Price.
- 2.8. The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in Clause 2.4 above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) 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.
- 2.9. The Total Price is escalation-free. The Allottee hereby agrees to pay all charges/ levies/ duties/ Taxes which may be levied or imposed by the governmental authority / competent authority in addition to the charges / levies / duties / Taxes already applicable in relation to the Unit and/or the Project from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for such charges, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended due to Force Majeure Events) as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 2.10. The Allottee(s) shall make the payment of the Total Price and Additional Charges as per the payment plan set out in **Schedule 3** (hereinafter referred to as the “**Payment Plan**”). Timely payment as per the Payment Plan is the essence of this Agreement and

breach of it shall constitute a material breach of the terms of this Agreement by the Allottee(s). It is incumbent on the Allottee(s) to comply with the terms of payment and other terms and conditions of this Agreement. The Allottee(s) understands that the development of the Project and the Unit is dependent upon timely payment of the payments due as per the Payment Plan and any delay in the payments due including default in payment of 30% or more of the payments due shall be treated as Force Majeure which will have an adverse effect on the development of the Project.

- 2.11. The Allottee(s) acknowledges and agrees that the layout of the Project has already been approved by Lucknow Development Authority, Uttar Pradesh. However, the Promoter may affect or if so, required by any regulatory / governmental authorities or otherwise make suitable alterations in the layout plan of the Project which may include change in the number, location etc. of the Unit. In regard to all such changes, the opinion of the Promoter's architects shall be final and binding on the Allottee(s) as the Allottee(s) is entering into this Agreement. Further, the Promoter reserves the right to suitably amend the terms and conditions as specified herein in the event the Promoter deems such amendment reasonably necessary in light of certain conditions imposed by any Authority / Department as part of grant of approval to any plans or proposals of the Promoter or otherwise on account of any change in applicable laws including the Act. The Allottee(s) hereby gives its informed consent to the Promoter for modifying / altering the Approved Project Plan for the purpose of betterment of the Project.
- 2.12. The Allottee(s) expressly agrees and acknowledges that, subject to the provisions of the Act, the Promoter has all the rights to affect suitable necessary alterations in the layout plan of the Project, if and when found necessary. If there is any change in the Project Approved Plan owing to which there is any increase/decrease in the area, the rate per sq. meter/ per sq yard and other charges will be applicable to the changed area i.e. at the same rate at which the Unit was booked. If the said area is reduced owing to change in the layout of the Project (fully or partially), the Promoter shall adjust the extra amount received from the Allottee(s) towards future instalments to be paid as per the Payment Plan and in case any amount is left as balance after such adjustment, that shall be refunded to the Allottee(s) by the Promoter. In case the aforesaid area is increased or the Unit becomes preferentially located due to such change in the layout of the Project, the Promoter shall recover from the Allottee(s), the additional price, preferential location charges and other proportionate charges without interest, as the case may be. Such change in the Payment Plan shall be intimated by the Promoter to the Allottee(s).
- 2.13. Subject to Clause 9 of this agreement, the Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Unit as mentioned below:
  - i. The Allottee(s) shall have exclusive ownership of the Unit;

- ii. The Allottee(s) shall also have a right to use the Common Areas as provided under the Rules. The Allottee(s) 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 Allottee(s) / competent authorities after duly obtaining the part completion / completion certificate from the competent authority, as the case may be, as provided under the Rules. In case such association is not willing to take over the maintenance of the Project, then in such a case the Promoter shall continue to provide such services on terms as may be set out in the maintenance agreement;
- iii. The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project. However, the Promoter shall have an absolute discretion to allow or deny visits of the Allottee(s) on the Project site keeping in view the safety and well-being of the Allottee(s) and decision of the Promoter in this regard shall be final and binding on the Allottee(s).

- 2.14. The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local Taxes/charges/levies etc., 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 outstanding(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) 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.
- 2.15. The Allottee(s) understands and acknowledges that pursuant to the Act, this Agreement is required to be registered with the concerned registrar of assurances. Accordingly, the Allottee(s) undertakes and agrees to make himself / themselves available at such time and place as the Promoter request for the purpose of registration of this Agreement.
- 2.16. The Allottee(s) agrees that non-registration of this Agreement due to any act or omission of the Allottee(s) shall not restrict / prohibit / impede the ability of the Promoter to demand payments from the Allottee(s) as per the Payment Plan and all provisions which are applicable to the payment of installments as per the Payment Plan shall remain binding on the Allottee(s) irrespective of the fact of non-registration of this Agreement.

- 2.17. The Allottee(s) further undertakes and agrees to pay to the Promoter all expenses like stamp duty, registration charges, any other charges, in advance, as and when demanded by the Promoter, for the purposes of registration of this Agreement, conveyance deed and other documents in respect of the Unit.
- 2.18. Notwithstanding anything to the contrary, the Allottee(s) acknowledges that any failure of the Allottee(s) to pay any amount due under this Agreement shall not restrict / prohibit / impede the ability of the Promoter to demand payments from the Allottee(s) as per the Payment Plan and all provisions which are applicable to the payment of installments as per the Payment Plan shall remain binding on the Allottee(s).
- 2.19. If the Allottee(s) is availing any credit facility / loan from any bank / financial institution / other entity for purchase of the Unit, then the same shall be the sole responsibility of the Allottee(s) and any delay in sanction / disbursement of such credit facility / loan by such bank / institution / entity to the Allottee(s) shall not be a valid reason for delay in making payments as per the Payment Plan and the Promoter shall not be obligated to alter the Payment Plan to accommodate the Allottee(s).
- 2.20. The Allottee(s) understands and acknowledges that this Agreement is limited in its scope to the sale of Unit only. The Allottee(s) further understands and acknowledges that it shall only have a right to use the Common Areas / the amenities / facilities in the Project and shall not have any ownership rights therein in any circumstances.
- 2.21. The Allottee(s) further undertakes to abide by all laws, rules and regulations, as may be applicable, for the purposes of any future development of Unit and Allottee(s) undertakes not to create obstructions / impediments in usage of Common Areas, roads, green areas etc. by other residents / occupants of the Project at any time.
- 2.22. The Allottee(s) agrees and undertakes expressly acknowledges and agrees that in case it fails to make payment of 2 consecutive demands made by the Promoter as per the Payment Plan opted for by the Allottee(s), despite having been issued notice in that regard and the default continues for a period beyond 3 consecutive months, the Promoter may, after serving for 30 days' notice on the Allottee(s), cancel the allotment of the Unit in favour of the Allottee(s) and refund the 50% of the money paid by them after deducting the Earnest Money, accrued interest, taxes and brokerage paid by the Promoter in respect of the Unit within a period of 45 days from the date of such cancellation and the balance 50% shall be paid by the Promoter to the Allottee(s) within a period of 45 days from the date of allotment of the Unit to any other allottee(s).
- 2.23. It is understood and acknowledged by the Allottee(s) that the amount paid, if any, over and above the Earnest Money shall be refunded by the Promoter without interest after adjustment of interest accrued on the delayed payment(s), brokerage paid, if any, and/or any other charges due from the Allottee(s). In case of such cancellation, the

Promoter shall be entitled to deal with the Unit as it deems appropriate and the Allottee(s) shall not be entitled to raise any objection to the same. The Allottee(s) further undertakes to return all original documents viz. receipts, allotment letter, this Agreement etc. to the Promoter 3 days (as intimated by the Promoter) prior to the payment of any amount, if applicable, due by the Promoter to the Allottee(s). Following such cancellation, the Allottee(s) shall cease to have an right or interest in the Unit and the Promoter shall be free to deal with the Unit as its deems appropriate.

### 3. **CONSIDERATION AND OTHER PAYMENTS**

- 3.1. Subject to the terms of the Agreement, the Allottee(s) shall make all payments, on written demand by the Promoter, 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 "**AMRAWATI I LLP COLL A/C FOR MIDTOWN**" payable at Lucknow or RTGS / NEFT in favour of "**AMRAWATI I LLP COLL A/C FOR MIDTOWN**", A/c No. – **50200079447075**, Bank – **HDFC, IFSC – HDFC0006998, Branch – Nirala Nagar**.
- 3.2. If the Allottee(s) makes payment to the Promoter, pursuant to this Agreement, through cheque which is not honored by the payee bank on presentation by the Promoter, all charges paid by the Promoter to its bank due to dishonor of the said cheque shall be payable by the Allottee(s) to the Promoter within 3 days of demand raised by the Promoter. Also, the Allottee(s) shall be solely liable to pay all banking charges levied by the bank of the Promoter while receiving the payment from the Allottee(s) pursuant to this Agreement.
- 3.3. The Allottee(s) shall pay the aforesaid amount to the Promoter within 3 days of demand raised by the Promoter. For the sake of abundant caution, it is being clarified that the Promoter shall acknowledge the receipt from the Allottee(s) of such amount as actually credited into its bank account.
- 3.4. In case of any delay in payments required to be made by the Allottee(s) pursuant to this Agreement, the Allottee(s) shall be liable to pay interest on the delayed amount to the Promoter at applicable rates (as per the Act, Rules and Regulations framed by the state government of Uttar Pradesh thereunder) for the period of delay beyond the due date of payment till date of receipt of payment by the Promoter.
- 3.5. The Allottee(s) agrees to pay all charges / fees as and when demanded by the Promoter, if imposed upon by the relevant authorities levied by whatever name called or in whatever form and with all such conditions imposed by the competent authorities. If such charges / fees are increased / demanded (including with retrospective effect) after execution of the conveyance deed, the Allottee(s) agrees to pay such charges directly to the government or to the Promoter following a demand by the Promoter.

- 3.6. The Allottee(s) agrees and undertakes that all those charges, payments, levies, Taxes, cesses, duties etc. payable to the governmental / regulatory / administrative authorities which are made applicable post the date of submission of application by the Allottee(s) for registration of the Unit shall also be paid by the Allottee(s) as and when demanded by the Promoter and shall be deemed to be a part of the Total Price.
- 3.7. The Allottee(s) shall pay directly or if paid by the Promoter, then reimburse to the Promoter, on demand, government rates, Taxes or cesses of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or leivable now or in future on the Project or the Unit, as the case may be, and the same shall be borne and paid by the Allottee(s).
- 3.8. The Allottee(s) agrees that time is the essence with respect to the Allottee(s)' obligations to make the payment as set out in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that are more particularly set out in this Agreement, to be paid on or before due date or as and when demanded by the Promoter, as the case may be, and also to perform or observe all the other obligations of the Allottee(s) under this Agreement. The Allottee(s) further agrees and acknowledges that in the event it delays making payment of any agreed amount payable on its due date, the Allottee(s) shall also be obligated to pay interest on such delayed amount at the rate of State Bank of India's MCLR plus 1 percent, per annum simple interest, calculated from the due date of payment of such amount till the date when payment is received by the Promoter.
- 3.9. The Allottee(s) agrees and undertakes to pay all rates, Taxes, charges, and assessments leivable by whatever name called, in respect of the Unit, levied by any governmental authority / and other statutory authorities.
- 3.10. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee(s) and such third party shall not have right in or over the Unit. The Promoter shall issue receipts for payment of consideration and other charges, pursuant to this Agreement, in favour of the Allottee(s) only.

#### **4. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 4.1. The Allottee(s), if residing 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 other 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 delay in obtaining consents, approvals or permissions of the regulatory authorities/ Reserve Bank of India etc. shall not be an excuse for not making payments hereunder or delay in making such payments. 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 any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his / her 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.

- 4.2. The Promoter accepts no responsibility in respect to the matters specified in Clause 4.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the said Unit herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

## **5. ADJUSTMENT/ APPROPRIATION OF PAYMENTS**

- 5.1. The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) against lawful outstanding of the Allottee(s) against the Unit in its name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner. For the sake of abundant caution, it is clarified by the Promoter that any payment made by the Allottee(s) to the Promoter pursuant to this Agreement shall be adjusted first towards penalty payable under this Agreement, secondly towards interest payable under this Agreement and lastly towards the principal amount payable under this Agreement. However, the Promoter may, at its absolute discretion modify the aforesaid sequence.

## **6. DEVELOPMENT OF THE PROJECT/UNIT**

- 6.1. The Allottee(s) acknowledges and confirms that it has seen the Approved Project Plan, layout plan specifications, amenities, facilities, etc. regarding the Project where the Unit is situated and has accepted the same without any inducement.
- 6.2. The Promoter shall abide by the time schedule for development of the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee(s) as provided under the Act or the Rules.
- 6.3. The Promoter shall develop the Project and the Unit in accordance with the bye-laws provisions prescribed, approved plans, specifications, carry out the general and/or common jobs including water supply, water pipe, electricity connections, drainage, sewerage, paving, compound wall etc. and effectively complete the Unit and obtain completion certificate from the relevant authorities etc.

## 7. POSSESSION OF THE UNIT

- 7.1. **Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s), subject to any Force Majeure event, is the essence of the Agreement provided that Allottee(s) performs its obligations set out in this Agreement.
- 7.2. The Promoter assures to offer the possession of Unit within a period of 36 (thirty six) months from the date of execution and registration of this Agreement unless there is delay due to any reason beyond the reasonable control of the Promoter being "**Force Majeure**" or "**Vis Major**", Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate projects. If, the Project gets delayed due to the above conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time by the period during which the Force Majeure event was in effect and a reasonable period thereafter to cater for proper mobilization of resources for completion of development of the Project. It is further agreed between the Parties that in case there occurs a delay due to any default or negligence attributable to the Allottee(s) in fulfilment of terms and conditions of allotment, the Promoter shall be entitled to proportionate/reasonable extension in delivery of possession of the Unit to the Allottee(s).
- 7.3. The Promoter shall deliver the possession of the Unit to the Allottee(s) only upon payment of entire consideration and other dues by the Allottee(s) to the Promoter.
- 7.4. That the Promoter shall intimate to the Allottee(s) about the offer to take possession at his last known address and the Allottee(s) shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Promoter shall not be liable or responsible for any loss, theft, breakage,

damages, trespass and the like and the Allottee(s) shall also be obliged to pay monthly maintenance charges to the Promoter or the respective society or Association.

- 7.5. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to conditions set out in this Agreement, then this Agreement and allotment made hereunder shall stand terminated/cancelled and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter from the Allottee(s), without any interest, within forty-five (45) days of such decision. The Promoter shall intimate the Allottee(s) about such termination at least 30 days before such termination. After the refund of the money paid by the Allottee(s), the Allottee(s) agrees that it shall not have rights, claims, etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.6. **Procedure for taking possession of the Unit** - Upon completion of development of Unit, the Promoter shall offer possession of the Unit to the Allottee(s). The Allottee(s) shall take possession within 30 days from the date of offer of possession failing which the Allottee(s) shall be deemed to have taken possession of the constructed Unit on completion of 2 months from the date of issue of completion certificate, hereinafter referred to as the "**Deemed Date of Possession**", irrespective of whether the Allottee(s) takes actual physical possession thereof or not. Provided that, in absence of applicable law or request from the Allottee(s), the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within 3 months from the date of issue of completion certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide a copy (on demand) of the completion certificate or part thereof in respect of the Unit at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/association of Allottee(s)/competent authority, as the case may be.
- 7.7. Failure of Allottee(s) to take Possession of Unit - Upon receiving a written intimation from the Promoter as per Clause 7.6 of this Agreement, the Allottee(s) shall take possession of the Unit 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 Unit to the Allottee(s) as per terms and condition of this Agreement.
- 7.8. In case the Allottee(s) fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in Clause 7.6 of this Agreement, such Allottee(s) shall continue to be liable to pay maintenance charges as specified and in addition to the same, the Allottee(s) shall also be liable to pay holding

charges @ ₹ 18/- per month per sq. mtrs. of the total area of the Unit to the Promoter for the period beyond 3 months till actual date of possession.

- 7.9. **Possession by the Allottee(s)** - After obtaining the completion certificate duly certifying completion and handing over the physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans and Common Areas to the association of Allottee(s), if any or the competent Authority within 30 days after obtaining the completion certificate, as the case may be as provided under Rules.
- 7.10. **Cancellation by Allottee(s)** – The Allottee(s) shall have the right to cancel/withdraw from the purchase of the Unit in the Project as provided in the Act. If the Allottee(s) opts for cancellation after the execution and registration of this Agreement, the Promoter herein is entitled to forfeit the Earnest Money and the Allottee(s) shall be left with no right or interest in the Unit. The amount paid, if any, over and above the Earnest Money shall be refunded by the Promoter without interest after adjustment of interest accrued on the delayed payment(s), brokerage paid, if any, and /or any other charges due from the Allottee(s). The balance amount of money calculated as above, if any, paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) after the aforesaid adjustments in the following manner:
  - i. The Promoter shall refund 50% of the balance amount of money paid by the Allottee(s) within 45 (Forty-Five) days of such cancellation/withdrawal; and
  - ii. The remaining 50% of the balance amount on or before expiry of 45 days of re-allotment of the Unit.
- 7.11. Allottee(s) shall also be required to pay all other penalties and interest liabilities due as on the date of such termination. In case of such cancellation, if the Earnest Money is lesser than the amount which is due from the Allottee(s) to the Promoter, then the Promoter shall have the right to recover the shortfall from the Allottee(s) under applicable law. The Promoter shall inform the previous allottee(s) the date of the re-allotment of the Unit and shall also display this information on the official website of the Authority on the date of re-allotment.
- 7.12. **Compensation** – Save to the extent provided hereinabove, the Promoter shall compensate the Allottee(s) in case of actual loss caused to him as adjudged by competent authority to defective title of the Land on which the Project is being developed or has been developed.
- 7.13. Except for occurrence of a “**Force Majeure**” or “**Vis Major**”, or any reason beyond the control of the Promoter, Court orders, Government policy/guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Unit; (i) in

accordance with the terms of this Agreement, duly completed by the time specified in paragraph 7.2 of this Agreement; or (ii) due to discontinuance of its business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at such rates as may be applicable as per the Act, Rules and Regulations framed thereunder by the state government of Uttar Pradesh. The Allottee(s) shall not be entitled to seek from the Promoter any other amount/compensation/penalty/return for such delay under any head.

7.14. In case if the Allottee(s) does not intend to withdraw or cancel the Unit, the Allottee(s) shall be entitled to interest at such rates as may be applicable as per the Act, Rules and Regulations framed thereunder by the state government of Uttar Pradesh, till the handing over of possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within 45 days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND THE ALLOTTEE(S)**

8.1. Each of the Owners hereby represent and warrant to the Allottee(s) as follows:

- 8.1.1. Save to the extent disclosed hereinabove, the Owner(s) has/have absolute, clear and marketable title in respect of such portion of Land which is owned by each of it;
- 8.1.2. There are no encumbrances including litigations pending before any Court of law or Authority with respect to such portion of Land which is owned by each of it;
- 8.1.3. The 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.

8.2. The Promoter hereby represents and warrants to the Allottee(s) as follows:

- 8.2.1. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 8.2.2. All approvals, **licenses**, sanctions and permission issued by the competent authorities with respect to the Project(s), as the case may be, as well as for the Unit being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.

- 8.2.3. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Unit and the Project(s), as the case may be, as well as for the Unit and for Common Areas as provided under Rules;
- 8.2.4. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- 8.2.5. 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 Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- 8.2.6. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement;
- 8.2.7. At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s), Common Areas to the association of Allottee(s)s, if the same is formed and registered with competent authority, or the competent authority, as the case may be, as provided under Rules, if the possession of the Unit is not already taken by the Allottee(s) in terms of Clause 7 of this Agreement;
- 8.2.8. The Promoter 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 offer of possession of Unit has been issued, with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rules;
- 8.2.9. 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 Land/ the Project) has been received by or served upon the Promoter in respect of the Land / the Project/ the Unit;

8.3. The Allottee(s) represents and warrants to the Promoter that:

- 8.3.1. it shall ensure that no damage is caused to the property of other Allottee(s) in the Project, Common Areas of the Project, equipment installed by the Promoter in the Project by any action of the Allottee(s).
- 8.3.2. it understands and agrees that other than the Unit, all rights of ownership of facilities, utilities, the Common Areas and amenities shall be vested solely with the Promoter who shall have the sole right and authority to deal in any manner with such land(s), facilities, utilities and/or amenities. The Allottee(s) expressly undertakes not to raise any claims over such components of the Project.
- 8.3.3. it understands that the Promoter shall be carrying out extensive development in the Project over a considerable period of time. The Allottee(s) understands and agrees that various structures / amenities / facilities, etc., comprising the Project, shall be completed over a period of time and the Allottee(s) agrees not to raise any objection or make claim or default in any payments as demanded by the Promoter / maintenance agency (hereinafter referred to as the "**Maintenance Agency**") on account of inconvenience, if any, due to such development activities or non-development of such structures / amenities / facilities by the time offer of possession of the Unit is made.
- 8.3.4. it undertakes to abide by all laws, rules and regulations, as may be applicable, for the purposes of construction of buildings on the Unit and further the Allottee(s) undertakes not to create obstructions / impediments in usage of Common Areas, roads, green areas etc. by other residents / occupants of the Project at any time.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1. Subject to "**Force Majeure**" or "**Vis Major**", of any reason beyond the control of the Promoter, Court orders, Government policy/guidelines, decisions which may have the likely effect of causing delay in performance of the obligations of the Promoter pursuant to this Agreement, the Promoter shall be considered under a condition of default (hereinafter referred to as the "**Default**"), in the following events:
  - 9.1.1. Promoter fails to provide the possession of the Unit to the Allottee(s) within the time period specified in Clause 7.2 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.

- 9.1.2. Discontinuance of the Promoter's business as a Promoter 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, Allottee(s) is entitled to the following:
  - 9.2.1. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation and only thereafter the Allottee(s) be required to make the next payment without any interest for the period of such delay; or
  - 9.2.2. The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Unit, along with interest at such rates as may be applicable as per the Act, Rules and Regulations framed thereunder by the state government of Uttar Pradesh within forty five (45) days of receiving the termination notice. Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, simple interest at such rates as may be applicable as per the Act, Rules and Regulations framed thereunder by the state government of Uttar Pradesh, till the handing over of possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within 45 days of it becoming due.
- 9.3. The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:
  - 9.3.1. In case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at such rates as may be applicable as per the Act, Rules and Regulations framed thereunder by the state government of Uttar Pradesh for the period of delay;
  - 9.3.2. In case of Default by Allottee(s) under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the sale and provisions for adjustment of monies paid by the Allottee(s) as set out in this Agreement shall apply accordingly. In case of such cancellation, if the Earnest Money is lesser than the amount which is due from the Allottee(s) to the Promoter, then the Promoter shall have the right to recover the shortfall from the Allottee(s) under applicable laws. The Promoter shall intimate the

Allottee(s) about such cancellation, 30 days prior to such cancellation. The Promoter shall refund, the amount, after deducting the Earnest Money, accrued interest and brokerage and other charges, to the Allottee(s) in the following manner:

- 50% of the money within a period of 45 days from the date of such cancellation and;
- the balance 50% shall be paid by the Promoter to the Allottee(s) within a period of 45 days from the date of re-allotment of the Unit to any other allottee

9.3.3. It is fully and expressly acknowledged by the Allottee(s) that in case the Promoter allows the Allottee(s) extra time to make the payments due beyond the due date of payment, then such an act on part of the Promoter shall not be construed as a waiver of right of the Promoter to cancel this Agreement and the sale of Unit or other rights available under this Agreement or the applicable laws.

9.3.4. The Promoter may, at its absolute discretion, agree to give further time to the Allottee(s) for curing the breach of this Agreement by the Allottee(s), on such conditions as the Promoter deems appropriate.

## 10. GENERAL COVENANTS

10.1. The general watch and ward arrangement shall be provided in the Project by the Promoter. Accordingly, the Promoter may restrict the entry of outsiders into the Project. However, provision of such watch and ward services should not create any liability of any kind upon the Promoter for any mishap or mischief caused by any miscreant. The Allottee(s) shall remain fully responsible for all guests / visitors who may enter the Project specifically to visit the Allottee(s).

10.2. The Allottee(s) is aware that the Promoter shall be applying for and thereafter may receive the permission, from State Electricity Boards or from any other body/commission/regulator/licensing authority constituted by the Government of U.P and procure water supply from the nearby river, canal or any other source for such purposes, to receive and distribute supply of water and electrical energy in the Project, under prevailing rules and byelaws of the Government and that the Allottee(s) undertakes to pay on demand to the Promoter/concerned Authority –

10.2.1. proportionate share as determined by the Promoter of all deposits and charges paid/payable by the Promoter to the said U.P. State Electricity Board and/or any other body/commission/regulatory/licensing authority constituted by the Government of U.P. and/or any other authority or private

party, failing which the same shall be treated as unpaid portion of the sale price payable by the Allottee(s) for the Unit and the conveyance of the Unit shall be withheld by the Promoter till full payment thereof is received by the Promoter from the Allottee(s).

- 10.2.2. Electricity, water and sewerage connection and consumption / service charges and contingency deposit as and when demanded by such authority.
- 10.2.3. Proportionate share of cost, incurred by the Promoter for creating infrastructure like HT Feeder, EHT Substation etc. Further in case of bulk supply of electrical energy, the Allottee(s) agrees to abide by all the conditions of sanction as granted by the U.P State Electricity Board or any other body responsible for such bulk supply of electrical energy.
- 10.2.4. any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Promoter, from time to time.
- 10.2.5. the cost of the water supply equipment installed for procuring and supplying water to the Project, by whatever name called either directly to the concerned authorities or if paid by the Promoter, reimburse the same to the Promoter on demand.
- 10.2.6. Such amount(s) and other charges for the consumption of water so supplied to the Unit based on such tariff as may be fixed by the Promoter or its agents in their sole discretion.

The Allottee(s) agrees to pay the amounts mentioned above and if the same are not paid it shall be treated as unpaid sale price of the Unit and the Promoter shall have the first charge and lien on the Unit to the extent of such unpaid amount.

- 10.3. The Allottee(s) shall assist the Promoter in maintaining peace, security and tranquility in the Project and towards that end the Promoter shall be entitled to restrict and regulate the entry of visitors into the Project as may be deemed necessary by it.
- 10.4. It is hereby agreed and understood explicitly between the Parties hereto the Allottee(s) shall be solely responsible for payment of Taxes including goods and services tax or any other similar levy that may become leviable with respect to the Unit under this Agreement, or the conveyance deed.
- 10.5. The Allottee(s) shall always use the Unit for residential purposes only. Further, the Allottee(s) shall not use the Unit for any purpose which is against any law or any directive of the government or the local authority or public policy. The Allottee(s) shall not store any goods of hazardous or combustible nature or which can cause damage to the Project and / or the assets of other Allottee(s) in the Project. The Allottee(s) shall not use the Unit for any immoral or illegal activity.
- 10.6. The Promoter shall have the right to develop other unit(s) and provide necessary common amenities and facilities on the land under the Project and the Allottee(s) shall

not make any objection or interruption nor make any claims to the proposed development etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, recreational facilities, gardens etc. which are for the common enjoyment of the occupants of units in the Project shall be enjoyed jointly in common by the occupants, owners or the Allottee(s) of the respective units without any hindrance or objection of any kind whatsoever.

- 10.7. The Allottee(s) undertakes that it shall not place any furniture / equipment / stand / vending platform / on any other thing in the Common Areas or impede / interfere with the right of other Allottee(s) of the Project to use the Common Areas.
- 10.8. The Allottee(s) may get the name of his / her nominee substituted in its place with prior approval of the Promoter provided the Allottee(s) have cleared all dues till the date when such nomination or change in nomination is sought and on such conditions/ guidelines/ terms/ payments, as applicable including payment of transfer charges as levied by the Promoter, from time to time.
- 10.9. The Allottee(s) shall not assign, transfer, lease or part with possession of the Unit without taking a 'No Dues Certificate' from the Promoter.
- 10.10. All communications demand notices etc. shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by the first Allottee(s) which shall for all purposes be considered as served on all Allottee(s) and no separate communication shall be sent to the other named Allottee(s). It shall be the responsibility of the Allottee(s) to inform the Promoter about all subsequent changes in his/its/their address, if any, failing which all demands, notices and letters posted at the earlier registered address will be deemed to have been received by it at the time when those should ordinarily reach such address.
- 10.11. The Allottee(s) undertakes to indemnify, defend and hold harmless the Promoter, its directors, officers and employees and their respective affiliates (and such affiliates directors, officers and employees) (collectively, the "**Indemnified Persons**") from and against any and all fines, damages, losses, liabilities, costs, charges, expenses, penalties etc. suffered or incurred and/or which may be suffered or incurred by any of the Indemnified Person(s) and arising at any time and in any manner whatsoever, including any contravention, breach or non-performance (in whole or in part) by the Allottee(s) or occupant of the Unit of any of the terms and conditions, covenants, or obligations contained herein.
- 10.12. The indemnification rights of the Indemnified Persons in clause 10.11 above are independent of, and in addition to, such other rights/remedies as the Indemnified Persons may have at law or in equity or otherwise, including the right to seek specific

performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

- 10.13. The Allottee(s) shall pay to the concerned authority for electric meter installation charges / water meter installation charges, security deposit for the electric / water meter and their energizing charges etc.

## **11. CONVEYANCE OF THE UNIT**

- 11.1. The Promoter shall on receipt of the entire amount payable by the Allottee(s) in terms of this Agreement, arrange to execute a registered sale deed/conveyance deed in favour of the Allottee(s) within a period of 3 (three) months from the date of issuance of completion certificate. The possession of the Unit shall be delivered to the Allottee(s) only upon registration of the sale deed/conveyance deed. However, in case, the Allottee(s) fails to take possession or deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice or fails to appear at the time and place specified in the notice for registration of the conveyance deed of the Unit, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Promoter. It is hereby clarified that all the expenses towards execution and registration of the sale deed/conveyance deed shall be borne by the Allottee(s).
- 11.2. The Allottee(s) shall comply with all legal requirements for sale deed / conveyance deed of the Unit and sign all requisite applications, forms, affidavits, undertakings, etc. as required for that purpose by the Promoter or any other governmental authority.

## **12. MAINTENANCE OF THE UNIT/ PROJECT**

- 12.1. The Allottee(s) agrees to sign and execute a separate agreement for upkeep and maintenance of the Common Areas and services and facilities & installations of the Project, more specifically described in the maintenance agreement. The said agreement shall be executed at the time of issuance of possession certificate of the Unit and shall spell out in detail the services and facilities to be provided and maintained in relation to the Unit and the Project.
- 12.2. Subject to the provisions of the Act, the Allottee(s) shall pay the maintenance charges for upkeep and maintenance of various common services and facilities in the Project. The maintenance charges for a period of 2 years in advance along with applicable GST or any other Taxes as applicable under law, shall be payable at the time of issue of offer of possession of the Unit by the Promoter.

12.3. The Promoter shall handover all the Common Areas and facilities to the association of Allottee(s) which shall be formed for the welfare of residents after the completion of the Project. The Allottee(s) understands that he shall become a member of such association which shall be formed to look after the maintenance of the Units and the Project and shall abide by its rules. Until the society/ association is formed, the Allottee(s) shall pay to the Promoter such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Promoter. If the Allottee(s) ever fails to pay maintenance charges for his/her Unit, the association shall be entitled to disconnect and stop providing all or any services to the scheduled Unit including water, electricity, etc.

12.4. 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 Allottee(s) or competent authority, as the case may be, upon the issuance of the completion certificate, or completion certificate for any part of the Project, as the case may be. The cost of such maintenance has not been included in the Total Price of the Unit. In case, the Allottee(s) / association of Allottee(s) fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Promoter or the Promoter has right to recover such amount as spent on maintaining such essential services beyond his scope from the Allottee(s) on pro-rata basis.

12.5. The Allottee(s) further understands and agrees that other than the Unit, all rights of in the Land, facilities, utilities, the Common Areas and amenities in the Project shall be vested solely with the Promoter who shall have the sole right and authority to deal in any manner with such land(s), facilities, utilities, areas and/or amenities. The Allottee(s) expressly undertakes not to raise any claims over such components of the Project.

12.6. The Allottee(s) shall also pay an amount of Rs. \_\_\_\_/- per sq. mtr./ sq. yard for the creation of sinking fund in order to secure adequate provision for the replacement, refurbishing and major repairs of the facilities and equipment etc., installed in the Project and other similar capital expenditure. The sinking fund deposit shall be handed over to the resident welfare association constituted for the Project at the time of handover of the maintenance of the Project to the said association. The interest earned, if any, on the amount of the sinking fund shall be used by the Promoter to meet the cost of replacement, refurbishing, major repairs of the facilities and equipment etc., installed in the Project or on account of any unforeseen occurrence in future. In case the Allottee(s) fails to pay the amounts due as set out in the Payment Plan, then in such a scenario the Promoter shall be entitled to set off the amount credited to the sinking fund against such outstanding payments.

12.7. The Allottee(s) shall be solely responsible for maintenance of all equipment, fixtures, fittings, amenities etc. installed / provided in the Unit at its own cost and expense. Any defect arising in such equipment, fixtures, fittings, amenities etc. due to negligence of the Allottee(s) in maintaining the same including availing annual maintenance contracts from the original equipment manufacturers shall be to the sole account of the Allottee(s) and the Promoter shall not be responsible for the same under any circumstances.

### 13. **USAGE**

13.1. The Allottee(s) agrees and undertakes to use Unit for residential purposes only and shall not carry any other activity thereon.

### 14. **GENERAL COMPLIANCE WITH RESPECT TO THE UNIT**

14.1. The Allottee(s) shall, after taking possession, be solely responsible to construct and/or maintain the Unit at his/her own cost and shall not do or suffer to be done anything in Unit, or the common passages, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter the boundary of the Unit and keep the sewers, drains, pipe and appurtenances thereto or belonging thereto, in good repair and maintain the same in a fit and proper condition.

14.2. The Allottee(s) further undertakes, assures and guarantees that it would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face/façade of the Project or anywhere on the exterior of the Project, buildings therein (if any) or Common Areas. Further the Allottee(s) shall not store any hazardous or combustible goods in the space or place any heavy material in the Common Areas.

14.3. The Allottee(s) shall ensure that no damage is caused to the property of other allottee(s) in the Project, Common Areas of the Project, equipment installed by the Promoter in the Project by any action of the Allottee(s).

14.4. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s) and/or Maintenance Agency appointed by association of Allottee(s) / competent authority. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

14.5. The Allottee(s) shall, from time to time, sign all applications, papers, documents, and all other relevant papers, as required in relation to the Unit by the Promoter and shall do all the acts, deeds and things as the Promoter may require for safeguarding the interests of the Project and other unit owners in the Project.

14.6. The Allottee(s) shall become member of the resident welfare association / society as may be formed by various unit holders from time to time and shall bear all charges and expenses pertaining to the same.

## **15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

15.1. The Parties are entering into this Agreement for the sale / purchase of Unit with the full knowledge of all laws, rules, and regulations, notifications applicable in the state of Uttar Pradesh and related to the Project.

## **16. GENERAL COMPLIANCE OF LAWS**

16.1. The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations / bye laws, instructions/ guidelines and decisions of competent authority prevalent in the state of Uttar Pradesh.

16.2. The Promoter undertakes that it has no right to make additions or to put additional structure(s) anywhere in the Project after the layout plan, sanction plan and specifications, amenities and facilities have been approved by the competent authority and disclosed without intimation to the Allottee(s) except for as provided in the Act.

## **17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

17.1. After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Unit and if 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 Allottee(s) who has taken or agreed to take such Unit.

## **18. BINDING EFFECT**

18.1. The Parties agree that just forwarding this Agreement to the Allottee(s) by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s). Secondly, the Allottee(s) and the Promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State. 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(s) and further execute the said Agreement and register the said Agreement, as per intimation by the Promoter, then the Promoter shall

serve a notice to the Allottee(s) for rectifying the default. If the Allottee(s) does not rectify the default within thirty days from the date of such notice, then in such a case, the Promoter shall be entitled to terminate this Agreement and forfeit the Earnest Money paid by the Allottee(s). The provisions set out in this Agreement in respect of refund of monies payable by the Promoter to the Allottee(s) in case of termination shall apply *mutatis mutandis* in this situation.

## **19. ENTIRE AGREEMENT**

19.1. This Agreement, along with schedules and its Annexures 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 Unit.

## **20. RIGHT TO AMEND AND ASSIGN OR SALE**

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

20.2. The Promoter shall have the right to sell, lease or otherwise dispose of FSI in respect of other components of the Project without any intimation, written or otherwise to the Allottee(s) and the Allottee(s) shall not raise any objection in this regard.

## **21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S)**

21.1. 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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit in case of a transfer, as the said obligations go along with the Unit for all intents and purposes provided that Allottee(s) shall not sell, transfer, assign or part with his right, title, or interest, in the residential space or any portion thereof, even after the allotment is made in his favour, until all the dues payable to the Promoter are fully paid and executed in his favour. The Allottee(s) is / or, however, entitled to get the name of his nominee(s) substituted in his place with the prior approval of the Promoter, which may at its sole discretion permit the same on such conditions as it may deem fit. The Allottee(s) shall pay to the Promoter, transfer and other charges as applicable from time to time for the purpose of such substitution.

## **22. WAIVER NOT A LIMITATION TO ENFORCE**

22.1. 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(s) in not making payments

as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

22.2. 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.

### **23. SEVERABILITY**

23.1. 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 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.

### **24. FURTHER ASSURANCES**

24.1. The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

24.2. The Allottee(s) expressly acknowledges that it is completely satisfied about the title, rights and interests of the Promoter and the Owners in respect of the Project. The Allottee(s) is entering into this Agreement after making itself fully aware of all the limitations and obligations of the Promoter and the Owner in relation to and in connection with the Project and has understood all limitations and obligations in respect thereof as set out herein under and other documents provided to the Allottee(s) by the Promoter in relation to the Project.

24.3. The Allottee(s) expressly acknowledges that it has been given adequate time and opportunity to peruse and consider the terms and conditions of this Agreement and the Allottee(s) has decided to execute this Agreement only after fully perusing and understanding the legal implications of the terms and conditions contained in this Agreement.

24.4. The Allottee(s) expressly acknowledges that the Promoter has not made any representation and warranties to the Allottee(s) to induce the Allottee(s) to execute this Agreement and the Allottee(s) has decided to execute this Agreement out of its own free will.

24.5. The Allottee(s) has / have seen and perused the title documents of the Land, Consortium Agreement and sanctioned layouts / plans in respect of the Project and is fully satisfied that the Promoter is authorized and is legally and sufficiently entitled to allot residential spaces in the Project. The Allottee(s) further undertakes to abide by the terms and conditions of applicable laws, rules and regulations.

## 25. **PLACE OF EXECUTION**

25.1. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in Lucknow, Uttar Pradesh after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of Sub-Registrar at Lucknow, Uttar Pradesh. Hence this Agreement shall be deemed to have been executed at Lucknow, Uttar Pradesh.

## 26. **NOTICES**

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

b. M/s Amrawati Infradevelopers LLP (**Promoter**)

Corp Office:

Contact No. –

c. M/s Amrawati Infradevelopers LLP (**Power of Attorney Holder for the Owners**)

Corp Office:

Contact No. –

d. Mr. \_\_\_\_\_ s/o \_\_\_\_\_ r/o \_\_\_\_\_  
**(Name & Address of Allottee(s))**  
**Mob: (Telephone No. and Email)**

It shall be the duty of the Parties to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

#### **27. JOINT ALLOTTEE(S)**

- 27.1. That in case there are joint Allottee(s), all communications shall be sent by the Promoter to the Allottee(s) 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 Allottee(s).
- 27.2. The Allottee(s) expressly undertake to abide by the terms of this Agreement. They further agree and acknowledge that their obligations / responsibilities / liabilities arising out of this Agreement are and shall always remain joint and several.

#### **28. SAVINGS**

- 28.1. Any application letter, allotment letter, agreement or any other document signed by the Allottee(s), in respect of the Unit, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

#### **29. GOVERNING LAW**

- 29.1. 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 thereunder including other applicable laws prevalent in the state of Uttar Pradesh for the time being in force.

#### **30. DISPUTE RESOLUTION AND ARBITRATION**

- 30.1. 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 referred to a sole

arbitrator to be appointed by the court having competent jurisdiction in case the Promoter and the Allottee(s) fail to reach mutual agreement as to the choice of such sole arbitrator.

30.2. The arbitration proceedings shall be conducted in accordance with the Arbitration and Reconciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The seat and venue of the arbitration shall be Lucknow only. Subject to the arbitration mechanism as aforesaid, the Courts at Lucknow alone shall have the jurisdiction to adjudicate upon all issues and matters arising out of / related to this application form or the transaction contemplated herein.

### 31. STAMP

31.1. That the applicable stamp duty of Rs. \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only) is paid by the Allottee(s) as prescribed through e-stamp certificate no. \_\_\_\_\_ dated \_\_\_\_\_.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT LUCKNOW, UTTAR PRADESH IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN

**SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER**  
For Amrawati Infradevelopers LLP

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(Signature)

**SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS**  
For the Owners by their respective duly constituted Attorney M/s Amrawati Infradevelopers LLP

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(Signature)

**SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S)**

Allottee(s)

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Signature  
(Name)

(Address)

At Lucknow, on \_\_\_\_\_ in the presence of:

**WITNESSES:**

Please affix a photograph and sign across the photograph. Please ensure the signature do not cover any part of the face.

1. Signature

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Name: Mr.

S/o: Sh.

Address:

Mobile:

Please affix a photograph and sign across the photograph. Please ensure the signature do not cover any part of the face.

2. Signature

---

Name:

S/o: Sh.

Address:

Mobile:



**SCHEDULE – 1**

**Description of the Owners**

## **SCHEDULE 2**

### **Description and Specifications Of the Unit**

## **SCHEDULE 3**

### **Payment Plan**