

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**"), is executed on this **Day** of.....202_.

BY AND BETWEEN

M/s Purvanchal Projects Pvt Ltd. (CIN U70102DL2010PTC200716) (PAN AAFCP4046B), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at LSC, A-7, 2nd Floor, Purvanchal Plaza, Mayur Vihar, Phase-II, New Delhi -110091 and its Corporate office at Purvanchal Business World, Plot No A-103, Sector-136, Noida-201305 and its branch office at Purvanchal House, 3/247 Vishal Khand, Gomti Nagar, Lucknow-226010 represented by its Authorized Signatory _____ authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its successor-in-interest, and permitted assigns)

AND

(If the Allottee is an Individual)

MR./MRS. _____, **having** (Aadhar No. _____) & (PAN no. _____) SON of Mr. _____, aged about 0000000 years, residing at, and **Mr.** _____, **having** (Aadhar No. _____) & (PAN no. _____) Son of Mr. _____ 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).

OR

(If the Allottee is a Company)

M/S _____, **having** (CIN No. _____) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at _____ (PAN _____) represented by its Authorized Signatory _____ (Adhar No. _____) 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 the said Promoter and its successor-in-interest, and permitted assigns).

OR

(If the Allottee is a Partnership Firm)

_____, 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 "**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 heirs, executors and administrators of the last surviving partner and his/her/their assigns).

OR

(If the Allottee is a HUF)

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

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permitted assigns).

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

DEFINITIONS:

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

INTERPRETATIONS / DEFINITIONS:

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

- 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. The Promoter is the absolute and lawful owner of Mixed-Use Land Plot No. F-7, totally admeasuring 10,508 square meters situated at Chak Gajaria City, Sultanpur Road, in District Lucknow ("Said Land") allotted by Lucknow Development Authority vide allotment letter No 688/JS(D)/Bulk-Sell/19 dated 16-11-2019 on freehold basis and later on Sale Deed(s) dated 08-08-2023 registered as documents no. 25111, Zild No. 15824, Bahi no. 1, Page nos. 359 to 384 at the office of the Sub-Registrar Mohanlal Ganj and correction deed dated 28-10-2023 registered as documents no. 33275, Zild No. 16110, Bahi no. 1, Page nos. 133 to 144 at the office of the Sub-Registrar Mohanlal Ganj executed by Lucknow Development Authority (LDA).
- B. The said Land is earmarked for the purpose of building a MIXED USE LAND project comprising of 136 No's of Residential Apartments in Residential Complex in Phase 1, and the said residential project shall be known as "**PURVANCHAL ROYAL ATLANTIS Phase 1**" and a Commercial Complex Cum Hotel consisting of Retail Shops and a Branded Hotel in Phase 2. Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial / residential development shall be permitted unless it is a part of the plan approved by the competent authority;
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- D. The Lucknow Development Authority has sanctioned Mixed Use Land Development plan through its Online Building Plan Approval System (OBPAS) vide letter dated **21.11.2025 bearing Permit no. Resi Comm Building/17662/LDA/BP/25-26/2258/19112025**.
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the project and also for the apartment, plot or building, as the case may be, from Lucknow Development Authority (LDA). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The promoter has registered the project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on _____ under registration no. _____.
- G. The Allottee had applied for an Apartment in the Project vide application no. _____ dated _____ and has been allotted Apartment No. _____ having carpet area of _____

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- square meter (i.e. square feet.), type _____, on _____ floor in Tower 2; Residential complex in Phase 1; “PURVANCHAL ROYAL ATLANTIS Phase 1” (“Building”) along with garage /covered parking no. _____ admeasuring ___ square meters (_____ square feet) in either Basement Level – I / Level – II / Level - III, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as the “ Apartment ” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);
- H. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- I. 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.
- J. 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;
- K. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking allotted as specified in Para G.

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. TERMS

- 1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the apartment as specified in para-G.
- 1.1.2 Both the parties confirm that they have read and understood the provisions of section -14 of the Act.

1.2 The total price for the apartment based on the carpet area is Rs. _____00 (RupeesOnly) (“Total Price” as per detailed breakup given in schedule C).

Block / Building / Tower No. _____ Apartment No. _____ Type _____ Floor _____ Carpet Area _____	Rates of Apartment Rs. _____ per sq. mt. (Rs. _____ per square foot)*
Total Price (in Rupees)	

And as per detailed breakup given in **Schedule-C** of this agreement.

Explanation:

- i. The total price above includes the booking amount paid by the Allottee to the Promoter towards the apartment;
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of

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the apartment 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 that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification.

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 not be charged from the allottee.

- iii. The Promoter 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 Promoter within the time and in the manner specified therein. In addition, the Promoter 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 apartment includes recovery price of Land corresponding to the residential complex in phase 1; Purvanchal Royal Atlantis Phase 1 only, construction of [not only the apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, Lift, Waterline and Plumbing, finishing with paints, marbles, tiles doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the apartment and the Project.

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

Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the act, the same shall not be charged from the allottee.

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

- 1.5** The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7** The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the

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construction of the building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is reduction in carpet area then the Promoter shall refund the excess money paid by the allottee within 45 days without interest. If there is an increase in the carpet area, which is not more than Three percent of carpet area of said Apartment, allotted to the allottee, the Promoter may demand that from the allottee as per the next milestone of the payment plan as provided in Schedule-C. All these monetary adjustments shall be made at the same rate per square meter/ square foot as agreed in para 1.2 of this agreement.

1.8 Subject to Para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the apartment as mentioned below: -

- (i). The allottee shall have exclusive ownership of the Apartment.
- (ii). The Allottee shall also have undivided proportionate share in the Common Areas of residential complex in Phase 1 Only. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas of residential complex in Phase 1 Only to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii). That the computation of Price of the apartment includes recovery price of Land, construction of [not only the apartment but also] the Common Areas in Residential complex in Phase 1 only, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, Lift, Waterline and Plumbing lines up to each Flat, finishing with paints, marbles, tiles doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the apartment and the Project;
- (iv). The allottee has the right to visit the project site to assess the extent of development of the project and his Apartment.

1.9 It is made clear by the Promoter and the Allottee agrees that the apartment along with ____ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self- contained project covering the said land (approx. 7087.00 sqm land out of Total 10,508 sqm of Mixed Use Land is earmarked for Residential Complex in Phase 1) and is not a part of any other project or zone and shall not form a part of and /or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity , maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the

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allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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. _____ (Rupeesonly)** as booking amount being part payment towards the total price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan **[Schedule C]** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in making payment towards any amount which is payable, he shall be liable to pay interest at the Interest rate prescribed in the rules.

2 MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favor of "PPPL COL AC PUR ROYAL ATLANTIS PH-1" Payable at Lucknow.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter shall issue the payment receipts in favor of the Allottee only.

4 ADJUSTMENTS / APPROPRIATION OF PAYMENTS:

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

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5 TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case maybe.

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 completion of construction by the promoter as provided in Schedule C ("Payment Plan")

6 CONSTRUCTION OF THE PROJECT:

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

7 POSSESSION OF THE FLAT:

7.1 Schedule for possession of the said Apartment – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on 20.11.2030, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

7.2 Procedure for taking possession – The Promoter, upon obtaining the completion certificate*/occupant certificate (as applicable) from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable):

(Provided that, in the absence of Applicable Law the conveyance deed in favor of the Allottee shall be

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carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the apartment/plot, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession– Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings, maintenance agreements, and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Para 7.2, such allottee shall be liable to pay to the promoter holding charges at the rate of **Rs. 2/- per month per sq. ft. of carpet area** 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(s) – After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas of Residential Complex in Residential Phase 1 only , to the Association of Allottees or the competent authority, as the case may be, as per the Applicable Law. [Provided that, in the absence of any Applicable Law, the Promoter shall handover the necessary documents and plans, including Common Areas , to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable)].

7.5 Cancellation by Allottee(s) – The Allottee(s) shall have the right to cancel / withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The promoter shall return 50% (Fifty Percent) of the balance amount of money paid by the allottee within 45 (Forty- Five) days of such cancellation/withdrawal and remaining 50% (Fifty Percent) of the balance amount on re-allotment of the Apartment or at the end of one year from the date of cancellation/withdrawal, whichever is earlier. The Promoter shall inform the previous allottee the date of re-allotment of the said Apartment & also display this information on official website of UP RERA on the date of re-allotment.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act 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.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment **(i)** in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or **(ii)** due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand of the Allottees, in case the Allottee 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

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apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows.

- (i). The [Promoter] have absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possessions of the said land for the project.
- (ii). The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project
- (iii). There are no encumbrances upon the said land or the project;
- (iv). There are no litigations pending before any court of law or Authority with respect to the said land, Project or the Apartment;
- (v). All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said land, Building and Apartment and Common Areas;
- (vi). 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 created herein, may prejudicially be affected.
- (vii). The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said land, including the project and the said Apartment which shall, in any manner, affect the rights of the Allottee under this agreement;
- (viii). The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this agreement.
- (ix). At the time of execution of the conveyance deed, the promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the allottee and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x). 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 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 completion certificate/occupancy certificate (as applicable) has been issued and possession of apartment, plot or building, 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 promoter in respect of the said land and/or the project.

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9 EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1. Subject to the force majeure clause, the promoter shall be considered under a condition of default, in the following events.
- (i) Promoter fails to provide ready to move in possession of the Apartment to the allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.
- 9.2. In case of default by promoter under the conditions listed above a non-defaulting allottee is entitled to the following:
- (i) Stop making further payments to the promoter as demanded by the promoter. If the allottee stops making payments, the promoter shall correct the situation by completing the construction milestones and only thereafter the allottee be required to make the next payment without any interest; or
 - (ii) The allottee shall have the option of terminating the agreement in which case the promoter shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of Apartment, 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.
Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall be paid by the promoter to the allottee within forty-five days of it becoming due.
- 9.3. The allottee shall be considered under a condition of default, on the occurrence of the following events:
- (i) In case the allottees 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 shall be liable to pay interest to the promoter 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 promoter must not be in default to take this benefit.
 - (ii) In case the default by allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the Apartment 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 promoter must not be in default to take this benefit.
Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

FOR PURVANCHAL PROJECTS PVT. LTD.

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APPLICANT 1

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10 CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the Allottee:

[Provided that, in the absence of Applicable Law, the conveyance deed in favor of the Allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11 MAINTAINANCE OF THE SAID BUILDING/ PROJECT:

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 the allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the total price of the Apartment.

However, if the Association of allottees is not formed within one year of completion certificate the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2 + 10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with them against the maintenance charges to Association of allottees once it is formed.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale/lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the promoter to given possession to the allottee whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13 RIGHT TO ENTER THE FLAT FOR REPAIRS:

The promoter/maintenance agency/ Association of allottees shall have right of unrestricted access of all common areas, covered parking and parking spaces for providing necessary maintenance services and the allottee agrees to permit the Association of allottees and/ or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14 USAGE:

USE OF BASEMENT AND SERVICE AREAS: The basement(s) and service areas, if any, as located within the residential complex in Phase 1 "PURVANCHAL ROYAL ATLANTIS Phase-1", 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 equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

FOR PURVANCHAL PROJECTS PVT. LTD.

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15.1 Subject to Para 12 above, the allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and proper condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not 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. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot].

15.3 The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the Association of Allottees and /or maintenance agency appointed by the Association of Allottees. The allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this agreement for the allotment of a Apartment with full knowledge of all the laws, rules, regulations, notifications applicable to the Project.

17 ADDITIONAL CONSTRUCTIONS

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

18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

19 U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010): The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

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

FOR PURVANCHAL PROJECTS PVT. LTD.

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21 ENTIRE AGREEMENT:

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

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 Apartment and the project shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24 WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of 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 is 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 as amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to the Act or the rules and regulations made 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 Apartment bears to the total carpet area of all the Apartments in the project.

27 FURTHER ASSURANCES:

Both 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.

28 PLACE OF EXECUTION:

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

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between the promoter and the allottee, in _____ after the agreement is duly executed by the allottee and the promoter or simultaneously with the execution of the said agreement shall be registered at the office of the sub-registrar, Lucknow. Hence this agreement shall be deemed to have been executed at **Lucknow**.

29 NOTICES:

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

NAME & ADDRESS.....

NAME & ADDRESS

(Allottee(s) Address)

M/s. Purvanchal Projects Pvt Ltd. (Promoter Address)

- LSC, A-7, 2nd Floor, Purvanchal Plaza, Mayur Vihar, Phase-II, New Delhi -110091
- Corporate Office: Purvanchal Business World, A-103, Sector-136, Noida -201305
- Branch Office: Purvanchal House, 3/247, Vishal Khand, Gomti Nagar, Lucknow- 226010.

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

30 JOINT ALLOTTEES:

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

31 SAVINGS:

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

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 RESOLUTIONS:

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

34. CLARITY REGARDING PHASE - WISE DEVELOPMENT ON ONE UNDIVIDED MIXED-USE LAND –

FOR PURVANACHAL PROJECTS PVT. LTD.

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APPLICANT 1

APPLICANT 2

The Allottee at the time of making application for allotment of apartment in this project and at the time of signing this Agreement For Sale, is fully aware and acknowledge that in the said Mixed Use Land of 10,508 sqm, approx. 7087.00 sqm area of Land shall be utilized for 84.56% of the total FAR approved by Lucknow Development Authority and is earmarked for Development & Sale of Residential Apartments in Residential Complex in Phase 1 by the developer for which UPRERA Registration Number __Applied for__ is issued by the Hon'ble UPRERA Authority. The remaining FAR of 15.44% is approved by LDA and is earmarked for the development of Commercial Complex cum Hotel in Phase 2 at approx. 3421 sqm of the total mixed use land, and the allottee(s) is/are fully aware that both the projects, i.e. Phase 1 which comprises of 136 Nos of residential apartments in residential complex (Purvanchal Royal Atlantis – Phase 1) and Phase 2 which comprises of Commercial Complex cum Hotel project shall be developed at ONE UNDIVIDED MIXED USE LAND PLOT NO. F-7, CG CITY, LUCKNOW ADMEASURING 10,508 SQM ALLOTTED TO THE DEVELOPER BY LUCKNOW DEVELOPMENT AUTHORITY FOR DEVELOPMENT OF MIXED-USE LAND PROJECT.

Therefore, the Allottee(s) fully understands and irrevocably agrees that both the projects, Phase 1 & Phase 2 are totally Separate & Independent from each other and accordingly the Residential complex in Phase 1 shall be absolutely independent from the commercial complex cum hotel in phase 2 with separate Entry & Exits and accordingly the Allottee(s)/ Apartment Owner's Association SHALL neither have any rights, title, lien, interest, right to use nor right to ingress / egress or interfere in the day to day working of the commercial complex cum hotel in any manner whatsoever and all the rights, lien, interest & title, management and absolute ownership of the commercial complex cum hotel in phase 2 shall remain with the developer for the lifetime. The Developer shall have the sole right to sell the said commercial complex cum hotel in phase 2 either completely or any part of the commercial complex cum hotel at its sole discretion. Further, for the sake of clarity and transparency, the area of Approx. 377.738 sqm in Phase 1, i.e. Residential Complex, which is located between the Commercial complex cum hotel and residential apartments is earmarked as HARD GREEN AREA for **Fire Tender Movement** in case of fire emergency (as shown in the approved sanction plans issued by the competent authority, which is understood and acknowledged by the allottee(s) at the time of making application for allotment of said flat), shall be treated as the **ONLY LIMITED COMMON AREA** between Residential complex in phase 1 & Commercial complex cum hotel in Phase 2 and this area cannot be blocked by either party at any point of time and the same shall be utilized only in case of Fire emergencies, in any of the building either Residential complex in Phase 1 or commercial complex cum hotel in Phase 2, when Movement of Fire Tender is Required. Moreover, the allottee(s) further understand and accepts that in accordance with the bye laws and norms of UPPCB, DG exhaust pipeline and STP ventilation Duct of the Commercial Complex cum Hotel in Phase 2 shall have to pass through Residential complex in Phase 1, i.e., along with pipelines & ventilation duct of Residential Phase 1, therefore, the allottee(s) undertakes that neither Allottee(s)/ Flat Owners nor Apartment Owner's Association shall not make any objections or hassles in this regard anytime in future and for any reason whatsoever.

The Allottee understands that he/she/they shall have undivided proportionate share as per Rules and regulation of UPRERA in the common areas of the Residential complex in Phase 1 only i.e. Purvanchal Royal Atlantis Phase 1, which shall mean such common areas, facilities, equipments and spaces in the Residential complex in Phase 1 (Purvanchal Royal Atlantis) only, which are meant for common use and enjoyment of all the occupants of the Project except for limited common areas & Independent Areas of the project as specified / declared by the promoter in the Deed of Declaration submitted to the competent authority at the time of issuance of Completion Certificate. Since the share/interest of allottee in common areas is undivided and cannot be divided or separated, the allottee shall only have the right to ingress/egress in such common areas (RESIDENTIAL COMPLEX IN PHASE 1 – PURVANCHAL ROYAL ATLANTIS ONLY) and use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. The Allottee(s) / intending allottee(s)/ Apartment owners association fully understands and agrees that only the Residential Complex in Phase 1 i.e. PURVANCHAL ROYAL ATLANTIS Phase 1 and all its facilities out of the entire Mixed Use land Scheme will be handed over to RWA as per provisions of UP Apartment Act.

FOR PURVANCHAL PROJECTS PVT. LTD.

Authorized Signatory

APPLICANT 1

APPLICANT 2

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at LUCKNOW, (UP) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature_____

NAME ,
ADDRESS

(2) Signature_____

NAME ...
ADDRESS

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

(1) Signature (Authorized Signatory)_____

Registered office at LSC, A-7, 2nd Floor,
Purvanchal Plaza, Mayur Vihar, Phase-II, New Delhi -110091 WITNESSES:

(1) Signature_____ Name_____ Address_____

(2) Signature_____ Name_____ Address_____

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Authorized Signatory

APPLICANT 1

APPLICANT 2

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

1. DETAILS OF THE FLAT APPLIED FOR:

Flat No.:	0000
Floor No:	0th
Carpet Area of Flat Sq. Ft (.. Sqm.)
Balcony Area of FLat Sq. Ft (.....Sqm.)
Circulation area/Common Area Sq. Ft (.. Sqm.)
Built-up Area Sq. Ft (.....Sqm.)
Car Parking in Basement	___ No. of Individual Covered Car Parking ___ No. of Back-to-Back Covered Car Parking (Parking Slot No. to be allotted at the time of Possession in any of the three basements)

2. BOUNDARIES IN ALL FOUR DIRECTIONS:

NORTH	
SOUTH	
EAST	
WEST	

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Authorized Signatory

APPLICANT 1

APPLICANT 2

SCHEDULE 'B'

FLOOR PLAN OF THE FLAT

SCHEDULE 'C'
DETAILED COST BREAK UP OF APARTMENT APPLIED FOR

SL.	Description	Rate (Rs.)	Amount (Rs.)
1.	Basic Sale Price (BSP) (Excluding GST)	Rs.____Per sq. ft. of Carpet Area	
2.	Floor PLC	@ Rs.____Per sq. ft. of Carpet Area	
3.	Swimming Pool / Road Facing PLC	@ Rs.____Per sq. ft. of Carpet Area	
4.	____No. of Car Parking Slot in any of the 3 Basements. ____ No's of Individual Car Parking ____ No's of Back-to-Back Car parkings.	Rs._____/ Individual Car Parking Rs._____/ Back-to-Back Car Parking	
5.	Any Other Charges (as/if applicable)		
	TOTAL SALE PRICE OF UNIT (EXCLUDING GST)		
(Rupeesonly) excluding GST			
GST (Goods & Service Tax) As per prevailing norms of Government of India. GST may change in future as per any changes in the norms of GST by GOI.			
TOTAL SALE PRICE OF UNIT (INCLUDING GST)			
(Rupees) including GST			

FOR PURVANCHAL PROJECTS PVT. LTD.

Authorized Signatory

APPLICANT 1

APPLICANT 2

OTHER CHARGES TO BE PAID AT THE TIME OF OFFER OF POSSESSION OF FLAT:

DESCRIPTION	RATE	AMOUNT (RS.)
Common Area Maintenance Charges (CAM) for 1 st Year.	Rs. 6.0/- per sq.ft. per month of Carpet Area. (2995 x 6)	
Cost of constructing infrastructure for Multi point Connection system. (Note - The Cost of Electric Meter/ Security Deposit, Connection Charges etc. is not included and is to be paid directly to UPPCL/MVVNL as per requirement of load)	Rs. 51,000/ -	
Cost of Prepaid DG meter with ACCL	Rs. 20,000 /-	
FTTH Charges	Rs. 20,000 /-	
Other charges (if/as Applicable)		
Goods & Service tax as per prevailing rate (if/as applicable)		
Total		
<u>TOTAL PRICE OF APARTMENT</u> SALE PRICE OF UNIT (INCLUDING GST) + POSSESSION CHARGES (INCLUDING GST)		

SECURITY DEPOSIT TO BE PAID AT THE TIME OF OFFER OF POSSESSION

Interest free Maintenance Security (Will remain with Developer till the defect Liability period) Rs. 160/- per sq. ft. of carpet area.	
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- 1 sq. mtr. = 10.764 sq. ft.

Note:

- Stamp Duty, Court Fees for Registration, Registration Charges shall be borne by allottee(s).
- Payments to be made through Cheque / DD payable at LUCKNOW in favor of **PPPL COL AC PUR ROYAL ATLANTIS PH-1**
- AMC for Air Conditioning of Individual flat to be paid directly to the AMC provider by each flat owner, Stamp Duty, Court Fees for Registration, Registration Charges, any futuristic increase by competent authority in External Development Charges & Infrastructure Development Charges, FFC, EEC are not included in the price and shall be payable by the Allottee(s) on demand by the Promoter or on offer of possession of the said flat or as and when demanded by the concerned Competent authority (in case of EDC & IDC, other. Govt. Levy, imposition etc.)

FOR PURVANHAL PROJECTS PVT. LTD.

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APPLICANT 1

APPLICANT 2

RTGS DETAILS OF COLLECTION ACCOUNT:

Name of Account – PPPL COL AC PUR ROYAL ATLANTIS PH-1

Account No. – 99920999109999

Bank – HDFC Bank

IFSC Code – HDFC0004805

Branch – HDFC BANK LTD, TC -V – 13-2-A, VIBHUTI KHAND, GOMTINAGAR, LUCKNOW, UP.

CONSTRUCTION LINKED PAYMENT PLAN

PLAN - A				
1	Booking Amount (10% of total cost of Unit)	At the time of booking (Partial Booking Amount "PBA")	5%	of total cost of Unit (B.S.P)
2	On Execution of Agreement for Sale	Within 15 days of booking	5%	of total cost of Unit (B.S.P)
3		Within 45 days of booking	7.5%	of total cost of Unit (B.S.P)
4	On start of Excavation		7.5%	of total cost of Unit (B.S.P)
5	On start of casting of Raft		5 %	
6	On start of casting of Lower Basement roof slab		5%	of total cost of Unit (B.S.P) + Car Parking
7	On start of casting of Upper Basement roof slab		5 %	
8	On start of casting of Ground Floor roof slab		5%	of total cost of Unit (B.S.P)
9	On start of casting of 3rd Floor roof slab		5%	of total cost of Unit (B.S.P) + Floor PLC (As Applicable)
10	On start of casting of 6th Floor roof slab		5 %	of total cost of Unit (B.S.P) + Road/Pool facing PLC (If Applicable)
11	On start of casting of 9th Floor roof slab		5 %	of total cost of Unit (B.S.P)
12	On start of casting of 12th Floor roof slab		5 %	of total cost of Unit (B.S.P)
13	On start of casting of 15th Floor roof slab		5 %	of total cost of Unit (B.S.P)
14	On start of casting of 18th Floor roof slab		5 %	of total cost of Unit (B.S.P)
15	On start of casting of 21th Floor roof slab		5 %	of total cost of Unit (B.S.P)
16	On start of casting of 24th Floor roof slab		5 %	of total cost of Unit (B.S.P)
17	On start of casting of top Floor roof slab		5 %	of total cost of Unit (B.S.P)
18	On start of External Finishing Work		5 %	of total cost of Unit (B.S.P)
19	On offer of Possession / Application for Completion Certificate		5 %	of total cost of Unit (B.S.P)
	Total		100%	

FOR PURVANCHAL PROJECTS PVT. LTD.

Authorized Signatory

APPLICANT 1_____
APPLICANT 2

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE RESIDENTIAL COMPLEX IN PHASE 1 ; PURVANCHAL ROYAL ATLANTIS PHASE 1)

STRUCTURE	RCC Framed Structure with Consideration for Safe Zone as Stipulated by BIS Code.
FINISHES	
FLOORING	<ol style="list-style-type: none"> Reception Entrance Lobby & Lift Lobbies: Premium Quality Tiles /Marble / Imported Marble /Granites. Basement: Concrete Flooring with Non-Metallic Floor Hardener / Ips / Kota Stone. Master Bedroom: Laminated Wooden Flooring. Master Toilet: Premium Quality Anti-Skid Tiles of Reputed Brand. Other Bedroom: Premium Quality Tiles of Reputed Brand. Other Bedroom Toilets: Premium Quality Anti-Skid Tiles of reputed Brand. Living / Dining & Lobby Within Apartment: Marble / Imported Marble/ Granites/ Premium Quality Tiles. Kitchen / Utility: Premium Quality Tiles / Anti-Skid Tiles of reputed Brand. Balconies: Anti-Skid Tiles of reputed Brand. Main Staircase / Fire Staircase: Tiles /Marble / Granites. Common Lobbies / Community/ Club Area - Imported Marble /Marble / Granites/ Premium Quality Tiles.
WALLS	<ul style="list-style-type: none"> Acrylic Emulsion Paint on Pop Punning in All Bedrooms, Living / Dining / Kitchen/ common Lobbies/ community/ club area. OBD Paint in Utility room in apartments, Staircase and Basements.
CEILINGS	<ul style="list-style-type: none"> Acrylic Emulsion Paint on Pop Punning in All Bedrooms, Living / Dining / Kitchen/ common Lobbies/ community/ club area. Grid False Ceiling in all Toilets. OBD Paint in ceiling of both Staircase and Basements.
FLOOR TO FLOOR HEIGHT	Approx. 11 Feet.
BALCONIES RAILING	<ul style="list-style-type: none"> All Balcony Railings Shall Be of M.S. With Powder Coated. Both Staircase Railings Shall Be of M.S. With Enamel Paint.
TOILETS	<p align="center">Master / Other Bedroom Toilets:</p> <ol style="list-style-type: none"> Premium Quality Ceramic / Vitrified Tiles Up to Dado Level High (Approx 2400 Mm) in toilet Walls. Cp Fittings: Single Lever CP fittings of Grohe/ Kohler/ Jaguar/ Duravit /Roca Or Equivalent. Sanitaryware: Premium Quality Sanitary Ware of Grohe/ Kohler/ Jaguar/ Duravit Roca or Equivalent. Glass Shower Partitions in all Toilets. Provision For Installation of Geyser. Thermostatic Rain Shower and Bath Tub in Master Bedroom Only. Rain Shower in other Bedrooms. Standard CP & Sanitary Fittings of Hindware / Jaquar/ Parryware in Utility Room

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	<p>Toilet.</p> <p>9. Light Sensors – In All Toilets.</p> <p>10. Marble / Granite / Synthetic Stone / Tiles in Counters.</p>
KITCHEN	<ul style="list-style-type: none"> • Combination of Premium quality Ceramic Tiles in Walls: Tiles Up To 2 Feet High Above Kitchen Counters. • Premium Quality Granite/Processed Stone/Marble in Kitchen Counters. • Premium Quality Stainless Steel Sink.
DOORS & WINDOWS	<ul style="list-style-type: none"> • Main Entrance Door with Biometric Lock. • Main Entry Door of apartment Shall Be of 9 Ft Height. • Other Internal Door of apartment Shall Be Skin Molded With 7 Feet Height. • All External Door / Window Shutters & Frames Shall Be of UPVC / Premium Aluminum Frames with Glass. • Mosquito Mesh. • Tap in Balconies.
DRINKING WATER	<ul style="list-style-type: none"> • Individual R.O. Unit in Each Apartment. • Centralized Water Softening Plant For 24 Hours Soft Water Supply In General Use.
CEILING HANGER	<ul style="list-style-type: none"> • Good Quality Ceiling Hanger in Utility Balcony.
ELECTRICAL	
POWER BACK - UP	<ul style="list-style-type: none"> • 100% Power Back Up Would Be Available Through Gen Sets with PLC Based Auto Synchronization Load Management for Common Services and Common Area. • 10 KVA Power Backup in each Apartments.
ELECTRICALS	Modular Switches & Sockets, Copper Wiring of Reputed Brand. (Fittings Like Fans, Light Fixtures, Geysers, Appliances Etc. Will Not Be Provided in Apartment).
OPTICAL FIBER	FTTH (Fiber-To-The-Home) in Entire Complex.
ACCESS CONTROL SYSTEM	Access Control System Will Be Installed for Basement Lobbies. Access Control System Will Be Installed in Elevators.
VIDEO DOOR PHONE	Intercom With Video Door Phone Facility.
ELEVATORS	<ul style="list-style-type: none"> • 4 Nos. Of High-Speed Passengers Elevators, • 2 Nos. Of High-Speed Service / Stretcher Elevators.
AIR CONDITIONING	VRV Based Air Conditioning in Each Apartment Without False Ceiling and Ducting inside the flat to be done by Allottee(s) /Tenant at his her / this cost .
SECURITY	<ol style="list-style-type: none"> 1. Electronic Surveillance: Electronic Video Surveillance through CCTV Systems in Ground Floor Reception Area / Lift Lobby, Elevator, Basement, common Areas. 2. Guards: At Entrance Gate and Ground Floor Reception Lobby.

FIRE FIGHTING	<ol style="list-style-type: none"> 1. Staircase: One Main Staircase and One Fire Escape Staircase at Each Floor Level From 3rd Basement To 34th Floors. 2. Wet Riser / Down Comer: Wet Riser/Down Comer System with Fire Hose Cabinets. 3. Sprinklers: Automatic Upright/ Pendent/ Sidewall Sprinklers on Each Floor as Per National Building Code of India-2016. 4. Intelligent Fire Detection and Alarm System in The Entire Building. 5. Emergency Voice Evacuation System. 6. Emergency Smoke Extraction System in Basement as Per Norms.
WATER SUPPLY	Water Supply Point Would Be Available Through Overhead Tanks Up to Each Apartment.
SEWAGE	Sewage Treatment and Recycling Plant in The Complex as Per Norms.
PARKING	Parking Space Is Available in Three Levels of Basements.
EV CHARGING STATION	Provision For Ev Charging Facility.

The Above-Mentioned specifications are only indicative and some of these may be changed in consultation with the Project Architect and Equivalent shall be provided. The defect liability shall be limited to the defect in construction only (i.e. only structure related defects) however, air cracks in plaster masonry, seepage, wrappage in doors and windows shall not be considered as defects. Defect liability shall not include force majeure situations such as damage resulting from war, flood, earthquakes etc. The Allottee(s) also agree that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. The Allottee(s) hereby accepts and agree that all fittings, fixtures, whatsoever like, Lifts, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over possession but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the individual unit owner alone. Intrinsically breakable, degradable or Natural items like tiles, stones, Marbles (Indian / Imported/Italian Marble), granites wooden items, glass, iron grills, aluminum items, façade, doors, windows, Modular Switches / Electrical fixtures & fittings, if any, and all kind of Toilet fittings (CP fittings & Sanitary Ware) and such like shall also not be covered under Defect Liability.

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SCHEDULE 'E'

COMMON AREAS AND FACILITIES

“Common Areas and Facilities of the Project” shall mean such common areas, facilities, equipment and spaces in the Residential Complex in phase 1 (Purvanchal Royal Atlantis Phase 1) of the Mixed-Use Land Project which are meant for common use and enjoyment of all the occupants of the Project and more particularly describe below.

1. The entire land of approximately 7087.00 sqm over which the Residential Complex Project is being developed in phase No. 1 in the name & style of Purvanchal Royal Atlantis Phase -1.
2. The staircases, lifts, lift lobbies, fire escapes and common entrances and exits to the buildings in Residential complex in Phase 1 Purvanchal Royal Atlantis only.
3. The common driveway of the basements with RIGHT TO USE ONLY FOR INGRESS EGRESS and except for the Open car parking spaces of the project & vacant / Un-Allotted covered car parking spaces in all the basements and parks (If Any) in Phase 1; Purvanchal Royal Atlantis Phase 1 only.
4. The premises for lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel, Lobbies at Each Floor in Residential complex in Phase 1; Purvanchal Royal Atlantis Phase 1 only.
5. Installations of central services such as electricity, gas, water and sanitation, air conditioning, system for water conservation and renewable energy in Residential Complex in Phase 1 ; Purvanchal Royal Atlantis Phase 1 only;
6. The Under Ground Reservoir, Sewage Treatment Plant, water tanks, sumps, motors, fans, compressors, ducts, all kind of Fire Fighting Equipments and alarm systems and all apparatus connected with installations for common use in Residential Complex in Phase 1 ; Purvanchal Royal Atlantis Phase1 only.
7. All other portion of the Project necessary or convenient for its maintenance, safety, etc and in common use in Residential Complex in Phase 1 ; Purvanchal Royal Atlantis Phase 1only.

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APPLICANT 1

APPLICANT 2