

AGREEMENT FOR SALE

This Flat Buyer's Agreement ("**Agreement**") executed on this _____ of __/__/20__,
By and Between

SDPL CONSORTIUM (PAN NO. AASAS3632H), having its registered office at B 12,
Ground Floor, R D C Rajnagar, Ghaziabad, Uttar Pradesh-201001 represented by its
authorized signatory **Mr. Ayush Garg** authorized vide board resolution dated **03-Apr-2017**
hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the
context or meaning thereof be deemed to mean and include its successor-in-interest,
executors, administrators and permitted assignees);

AND

1. **Mr./Ms./Mrs.** _____, (Aadhar no. _____) **S/o/W/o/D/o**
_____, residing at _____, (PAN-
_____), 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 assignees).
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 assignees).
Allottee's (Customer Relationship Number) CR. No. _____
The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and
individually as a "**Party**".

PROMOTER _____

ALLOTTEE(1) _____

ALLOTTEE(2) _____

DEFINITION:

- (1) In these rules, unless the context otherwise requires, -
- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Annexure" means an annexure appended to these rules;
- (c) "Authenticated copy" shall mean a self-attested copy of any document required to be provided by any person under these rules;;
- (d) "common area" mean:
- (i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - (ii) The stair cases, lifts, and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - (iii) The common basements, terraces, parks, playground, open parking areas and common storage spaces;
 - (iv) The premises for the 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;
 - (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - (vi) The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (vii) All community and commercial facilities as provided in the real estate project;
Explanation:- community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.
 - (viii) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;.
 - (ix) SCHOOL is not part of the common area/community service.
- (e) "Form" means a form appended to these rules;
- (f) "Government" means the Government of Uttar Pradesh;
- (g) "layout plan" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary;
- (h) "Ongoing project" means a project where development is going on and for which completion certificate has not been issued but excludes such projects which fulfill any of the following criteria on the date of notification of these rules:
- (i) where services have been handed over to the Local Authority for maintenance.
 - (ii) where common areas and facilities have been handed over to the Association or the Residents' Welfare Association for maintenance.
 - (iii) where all development work have been completed and sale/lease deeds of sixty percent of the Apartment/Flats/house/plots have been executed.

- (iv) where all development works have been completed and application has been filed with the competent authority for issue of completion certificate.
- (i) "project land" means any parcel or parcels of land on which the project is developed and constructed by a promoter.
- (j) "section" means a section of the Act;
- (k) Taxes & cesses: -shall collectively referred to all applicable value added tax (VAT), state sales tax, central sales tax, works contract tax, service tax, GST, metro cess, labour-cess, building and other construction workers welfare fund, education cess and any other taxes and cesses by whatever name called, levied as on date or imposed in future even if the same is with retrospective effect, by the relevant authority in connection with the construction development of the Project Lands. At the time of booking it was categorical mentioned that exemption of service tax, stamp duty, EDC are purely Govt. Benefit under affordable housing policy of U.P. Govt. are given by govt. only and they are not offered by Promoter and Promoter is not liable in case the customer will not get these benefits due to any change, revision or withdrawal of the policy and ineligibility of the customer. Any charges levied or increased by govt. in future shall be payable by Allottee/Applicant.

WHEREAS:

- A. The SDPL Consortium is the promoter of Apartment/Flat under affordable housing policy of U.P. Govt.
- B. The copy of said DPR duly approved by AwasBandhu, Copy of Registration prospectus, copy of building plans duly approved by Ghaziabad Development Authority, copy of Original Sale Deeds pertaining to project land measuring 40000 Square Meter and others related No objection certificates of Fire Department, Environmental Clearance Airport Authority of India, Structural Vetting from IIT Delhi, Area Calculation & Specification of the units and facilities within the project are available at project site as well as at head office of SPLS AWAS for inspection/explanation to all applicants and concerned persons and the applicant/Allottee is fully satisfied in all respects with regard to the right, ownership, title of land of the company over which the Residential Complex building is proposed to be constructed.
- C. The Said Land is marked for the purpose of building a residential project, comprising multistoried Apartment/Flats and the said project shall be known as '**SPLS AAWASIYA YOJNA**' ("**Project**");

That the project will be constructed as per the mandatory requirements and compliances of Environmental Impact Assessment (EIA) norms, U. P. Pollution Control Board/Water Commission/any other rules and regulations laid down by State of U.P. or any other competent authority applicable at the time of sanction of plan. The Allottee shall abide by the terms and conditions imposed by such Authority after taking possession of the Apartment/Flat.

That the Allottee shall abide by all laws, rules and regulations of the GDA/Local Bodies/State Govt. of U. P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Promoter) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex.

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. In furtherance to the prospectus for registration for allotment of Apartment/Flat in the project of “**SPLS AAWASIYA YOJNA**” under affordable housing policy of U.P. Government, Approved by Ghaziabad development authority ,Uttar Pradesh, bearing RERA registration number UPRERAPRJ3286, the Company has allotted a Flat/House/Unit Number _____ Tower-____,Floor-____ **Type-**_____, having a Carpet Area(RERA) of _____square meter (equivalent to_____square feet), situated at _____,which is more particularly described in _____herein (**“Flat/Unit and Specification**),in project _____subject to compliance all the terms and conditions by the Allottee(s) at all times and payments according to the payment plan as described in _____.

The Allottee(s) has seen all documents/papers as available with the Company in relation to the Project, including but not limited to the title documents, building plans sanction and other approvals obtained from the governmental authorities and the present Agreement is being entered into by him after being fully satisfied about the rights, title and interest possessed by the Company over the same and quality of construction at the Project and after having full knowledge of the applicable law, to which the Company and/or the Project are or be subject to in future. The Allottee(s) are completely aware of and have understood all limitations / obligations / restrictions (if any) of the Company in respect thereof and confirm that he shall neither investigate the same further nor raise any objections whatsoever in this respect.

In consideration of the payment made and/or to be made by the Allottee(s) to the Company in the manner stated hereinafter and in consideration of the adherence to and compliance with of various terms, conditions, covenants and obligations of the Allottee(s) stated herein, the Company hereby allots in favour of the Allottee(s) at the price/ consideration mentioned hereinafter, and the Allottee(s) hereby accepts such allotment of the Said Flat/Unit.

That the Allottee hereby agrees to pay to the Promoter the Total Sale Price and other charges which shall be as per the payment plan opted by the Allottee and as explained to Allottee. The total price mentioned in the registration form is inclusive of cost of providing electric wiring and switches in the Apartment/Flat, however the total price does not include the cost of electric fittings, fixture, electric and water meters etc. and other items not specifically included which shall be got installed by Allottee on his own cost.

That Promoter is providing space for parking of scooter & car in open area on first come first serve basis. These parking spaces does not have transferable rights of ownership of space and it is not part of sale deed. The covered parking slot can be obtained by Allottee by paying the cost of covered parking to Promoter.

- E. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- 1.1 The Allottee(s) has made a payment of Rs. _____- (**RUPEES** _____) towards part payment(booking amount)of the Total Amount Payable, the receipt whereof is hereby acknowledged and confirmed by the Company and the Allottee hereby agrees to pay the remaining price of the [Apartment/Flat] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified in **Schedule-B**.

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate @ 18% p.a.

That balance Total Amount Payable and all others costs, charges, deposits etc. shall be payable by the Allottee(s) in the manner specified in Payment Plan set out in **Schedule- B** herein and / or as otherwise provided under this Agreement.

PROMOTER _____ ALLOTTEE(1) _____ ALLOTTEE(2) _____

- F. 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;
- G. 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/Flat];

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:

1.2 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/Flat] as specified;

1.3 The Total Price for the [Apartment/Flat] based on the carpet area is Rs. _____ (**Rupees** _____) as per **schedule B**.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the [Apartment/Flat];
 - (ii) The Total Price above is without tax, tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project will be payable by Allottee at prorata basis;
 - (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of [Apartment/Flat] includes: 1) *pro rata* share in the Common Areas; as provided in the Agreement.
- 1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges 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 charges, 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.
- 1.5 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule B ("Payment Plan")**.

- 1.6 It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment/Flat, plot or building, as the case may be, without the previous written consent of the Allottee. 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 agrees and acknowledges, the Allottee shall have the right to the [Apartment/Flat] as mentioned below:
- (i) The Allottee shall have exclusive ownership of the [Apartment/Flat];
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;
- 1.8 The Promoter agrees to pay all outstanding dues before transferring the physical possession of the Apartment/Flat to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment/Flat to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of “**SPLS AAWASIYA YOJNA**” payable at **Ghaziabad**.

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 and 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 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 shall 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 this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the registration form/Flat Buyer's Agreement of the said Apartment/Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Flat] to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule B ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment/Flat] and accepted the Payment Plan, floor plans, layout plans [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. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities.

7. POSSESSION OF THE APARTMENT/FLAT

- 7.1 Schedule for possession of the said [Apartment/Flat]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Flat] is the essence of the Agreement, which will be 36 month subject to grace period of six month from the date of execution of Flat Buyer's Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Flat] on or before 42 months, 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/Flat], 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 90 days from that date. After refund of the money paid by the Allottee, 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, however, in the event the Company fails or neglects to complete the construction on or before the time specified above and/or on such date as may be extended by mutual consent of the Parties, then the Company shall be liable to pay to the Allottee(s) interest @ 12% per annum

That since it is a **large project** having number of towers, the construction will be completed in phases. All the basic facilities will be completed before handing over the possession of respective tower. As such the intending Allottee(s) must take the possession of his/her/their own flats as soon as it is made available for possession. In case of any delay in issuance of completion certificate builder will not be held responsible. The possession of flat shall be offered only after obtaining completion certificate, however in the interest of Allottee, builder may handover the flat with conditional possession to complete the interior work.

- 7.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Flat], to the Allottee in terms of this Agreement to be taken within 3 (threemonths from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Flat] to the Allottee. 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be.

That the construction could be completed prior to the date given in the agreement in that case the Allottee(s) shall not refuse for taking the possession on any ground whatsoever the date given in the agreement is an assessment only and construction could be completed earlier to that.

The final touch to the Apartment/Flat shall be given after the registration of registry and the consent of the Allottee(s) shall be presumed that the keys of the Apartment/Flat were given for the final touch. The Allottee(s) have to take over the keys back after completing the job of final touch and on the date which was

confirmed to the Allottee(s). In case the Allottee(s) delays in taking over the keys back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch.

The monthly maintenance charges shall be payable by the Allottee(s) even then the keys of the Apartment/Flat were not been taken back.

- 7.3 **Failure of Allottee to take Possession of [Apartment/Flat]:** Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the [Apartment/Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Flat] to the Allottee. In case the Allottee fails to take possession within the time provided, such Allottee shall continue to be liable to pay maintenance charges as applicable.

The defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufactures themselves. However, in the event of recurring problem with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue.

- 7.4 **Possession by the Allottee** -After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Flat] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount(which is 10 % of the total price of flat) paid for the allotment. The balance amount of money paid by the Allottees shall be returned by the promoter to the Allottee within 45-90 days of such cancellation subject to adjustment of any interest payable on delay payments by Allottee and submission of all original documents.

- 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 compensation under this section 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/Flat] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his 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 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 [Apartment/Flat], with prevailing rate of interest of saving account within 90 days after receiving all original document issued to the Allottee for the particular Flat Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Flat].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The 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 with respect to the said Land, Project or the [Apartment/Flat];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Flat] 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/Flat] and common areas;
- (vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Flat] to the Allottee in the manner contemplated in this Agreement;
- (vii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Flat] to the Allottee and the common areas to the Association of the Allottees;
- (viii) 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;
- (ix) 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;
- (x) 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.

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/Flat] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment/Flat shall be in a habitable condition which is complete in all respects;
- (ii) 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 is entitled to the following:

- (i) 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 the Apartment/Flat, along with interest @ 12% per annum within 90 days of receiving the termination notice and submitting all original document issued to the Allottee for the particular Flat.

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 of 12% per annum, for delay till the handing over of the possession of the [Apartment/Flat].

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

- (i) In case the Allottee fails to make payment of any outstanding demand even after 2 consecutive Reminder made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard.
- (ii) In case of Default by Allottee under the condition listed above continues after notice period, the Promoter shall cancel the allotment of the [Apartment/Flat] and refund the amount paid, after deducting the booking amount (10% of the total cost of the Flat) and the interest liabilities after that this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Flat] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Flat] together with proportionate indivisible share in the

PROMOTER _____ ALLOTTEE(1) _____ ALLOTTEE(2) _____

Common Areas within 3 (three) months from the issuance of the occupancy certificate*.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies). At the time of booking it was categorical mentioned that exemption of service tax, stamp duty, EDC are purely Govt. Benefit under affordable housing policy of U.P. Govt. are given by govt. only and they are not offered by Promoter and Promoter is not liable in case the customer will not get these benefits due to any change, revision or withdrawal of the policy and ineligibility of the customer. Any charges levied or increased by govt. in future shall be payable by Allottee/Applicant.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT / 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.

That the intending allottee(s) will have to sign the maintenance agreement, parking maintenance, agreement for supply of electricity, with company. The set of all these documents will be available in a printed format.

One KVA power back up facility provided by builder in respect of flats subject to the consumption charges payable by the allottee. The facility of power back is provided to essential services only by builder subject to payment of maintenance charges.

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 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, it shall be the duty of the Promoter to rectify such defects without further charge, however in case of minor defect at allotted flat the liability will be waived after taking possession by Allottee.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Apartment/Flat] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely

PROMOTER _____ ALLOTTEE(1) _____ ALLOTTEE(2) _____

payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time. The Covered car parking is not a common area and it can be used by it'sAllottees only after paying the cost along with the maintenance charges of it.

RIGHT TO ENTER THE APARTMENT/FLAT FOR REPAIRS

The Promoter/ maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, parking'sand 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/Flat] 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 'SPLS AAWASIYA YOJNA 'shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting 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 allotted to the Allottee, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Flat] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Flat], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Flat] and keep the [Apartment/Flat], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. 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/Flat] 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/Flat]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Flat] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Flat], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Flat]/ at his/ her own cost.

16. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act., however it was agreed that if authority permits, builder may do so after purchasing the additional FAR from it's own fund.

17. MORTGAGE OR CREATION OF CHARGE

The Allottee(s) may, for the purpose of facilitating the payment of the Total Amount Payable obtain financial assistance from banks/financial institution after obtaining prior written permission from the Company. Any such arrangement / agreement shall be entered into by the Allottee(s) at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and from any bank/financial institution, the Company may issue the permission / NOC as may be required by the banks / financial institution subject however, that the Company shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee(s) may obtain from such bank/ financial institution. The Allottee(s) shall keep the Company indemnified from all costs, expenses, injuries, damages etc. which the Company may suffer for any breach / default that may be committed by the Allottee(s) to the third party(ies) / banks/ financial institution. In this regard, the Company may at the request of Allottee(s), enter into a tripartite agreement with the Allottee(s)' banker / financial institution to facilitate the Allottee(s) to obtain the loan from such bank / financial institution for purchase of the Said Flat/Unit. The Allottee(s) hereby agrees that the Company shall be entitled to cancel this Agreement at the request of the Allottee(s)' banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee(s).

The Allottee(s) may obtain finance from any financial institution / bank or any other sources stated above, but the Allottee(s) obligation to purchase the Said Flat/Unit and pay the amounts payable pursuant to this Agreement is not to be contingent on the Allottee(s)' ability or competency to obtain such financing and the Allottee(s) will

remain bound under this Agreement whether or not the Allottee(s) has been able to obtain financing for the purchase of the Said Flat/Unit.

The Company shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge / hypothecation or securitization of receivables or in any other mode or manner by creating a charge / mortgage on the Said Flat/Unit and / or the Project and / or the Project Lands and / or the receivables from the same, subject to the condition that the Said Flat/Unit shall be free from all encumbrances at the time of execution of Sale deed. The Company / financial institution/ bank, as the case may be, may always have the first lien / charge on the Said Flat/Unit for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Company for the purpose of the construction of the Project.

18. APARTMENT/FLAT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the RERA (Real Estate (Regulation and Development) Act, 2016 [*Please insert the name of the state Apartment/FlatOwnership] Act*).

19. BINDING EFFECT

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

20. 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, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Flat/building, as the case may be.

21. RIGHT TO AMEND

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

PROMOTER _____ ALLOTTEE(1) _____ ALLOTTEE(2) _____

22. 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Flat], in case of a transfer, as the said obligations go along with the [Apartment/Flat] for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE

- 25.1 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 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.
- 25.2 Failure on the part of the Promoter 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.

24. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to 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.

25. 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/Flat] bears to the total carpet area of all the [Apartment/Flats/Flats] in the Project.

26. FURTHER ASSURANCES

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

27. 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, at Ghaziabad

PROMOTER _____ ALLOTTEE(1) _____ ALLOTTEE(2) _____

after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement.

The occurrence, happening or existence of any of following events shall entitle the Company to terminate the Agreement of the Allottee(s) –

- (i) Non-payment of any installment of the Total Amount Payable or the interest payable on the same as mentioned in this Agreement, or
- (ii) The Allottee(s) not taking possession of the Said Flat/Unit and/or not complying with other requirements within the timelines provided herein from the Possession Notice Expiry;
- (iv) Breach of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement.

30. **UNFORESEEN CIRCUMSTANCE**

The Allottee(s) hereby nominates and constitutes the following persons as their respective nominees (the “**Designated Nominees**”) under this Agreement to undertake the obligations and compliances of the Allottee(s) in the unfortunate case of death -

- (i) Mr./Ms. _____ Son of/Wife of/Daughter of _____,
age _____ years resident of _____
_____ as
the nominee of _____; and

As per desire the builder undertake to endorse his/her/their name or on the basis of legal documents/order supported to it in favour of nominee/legal heirs and subject to administrative charges and permissible law.

31. **FORMATION OF ASSOCIATION**

As per the provisions of the UP AOA, an association of the Flat/Unit owners (“**Association**”) in the Project shall be formulated for the purposes of maintenance, repair, management and administration of the Project and the Company shall handover the maintenance of the Project to the said Association under the Applicable Laws. The Allottee(s), along with other Flat/Unit owners in the Project, shall join and co-operate in forming the Association and registering the same with the Competent Authority, as may be required. The Allottee(s) shall also from time to time, be required by the Company or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Company or Association.

32. **NOMINATION/ ASSIGNMENT**

The Allottee(s) shall not be entitled to transfer / assign the entitlements under this Agreement for a period of 12 months from the date of this Agreement. Thereafter the

Allottee(s) may after obtaining prior written consent of the Company, assign / transfer his rights, title and interest in the Said Flat/Unit under this Agreement to any third person / entity. The Company assures the Allottee(s) that the said written consent shall not be unreasonably withheld, however the same shall be subject to payment of the monies due and payable by the Allottee(s) under this Agreement and payment of transfer / administrative fee for such assignment/ transfer as may be determined by the Company from time to time. Such consent/ permission shall always be subject to applicable laws, notifications/ governmental directions.

33. STAMP DUTY

The stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution of the Deed; the proportionate share of stamp duty and registration fee, as may be applicable, for formation of the Association; and any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of applicable law, notification, order etc. including the stamp duty and registration fee which may be demanded by the competent authority due to under valuation of stamp, shall be borne and payable by the Allottee(s) as and when demanded by the Company.

34. NOTICE / GENERAL

- 34.1 All communication/correspondence or notices to be sent to the respective Parties under this Agreement shall be deemed to have been duly served if sent by registered post with acknowledgement due or through speed post within 4 (four) days from the date of dispatch or actual date of receipt, whichever is earlier, at their respective addresses specified below:

In case of the Company – **SPLS AAWASIYA YOJNA**
B-12 Ground Floor RDC ,
Rajnagar,Ghaziabad ,U.P.-201001

In case of the Allottee(s) – The address and details first above written.

- 34.2 It shall be the duty of the Allottee(s) to inform the Company of any change subsequent to the execution of this Agreement in the above address failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee(s).

- 34.3 In case of more than one Allottee(s) all letters, receipts and or notices etc. issued by the Company and dispatched to the above mentioned address of the Allottee(s) or any new address later notified by the Allottee(s), shall be a sufficient proof of receipt of the same by all the Allottee(s) and shall fully and effectively discharge the Company of its obligation in this regard.

- 34.4 General:-

Permanent Account Number: As required under the provisions of the Income Tax Act, 1961 –

The Company is assessed to income tax and its Permanent Account Number is AASAS3632H;

35. 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

PROMOTER _____ ALLOTTEE(1) _____ ALLOTTEE(2) _____

him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

The execution of this Agreement will be complete only upon its execution by the Company through its authorized signatory at the Company's corporate office at GHAZIABAD after all the copies duly executed by the Allottee(s) are received by the Company. Hence this Agreement shall be deemed to have been executed at GHAZIABAD even if the Allottee(s) has prior thereto executed this Agreement any place(s) other than GHAZIABAD.

36. 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 laws of India for the time being in force.

The Allottee(s) hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. ("**Maintenance Charges**") to the Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee(s) under this Agreement. The rates of maintenance and service charges shall be fixed by the Maintenance Agency. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Allottee(s) agrees that, on and from the Possession Notice Date or the date of execution of the Deed, whichever is earlier, the Allottee(s) shall be liable to pay all such Maintenance Charges.

37. DISPUTE RESOLUTION

- (i) This Agreement entered into between the Parties and/or the terms and conditions herein shall be subject and interpreted according to the Applicable Law.
- (ii) The Courts at Ghaziabad alone shall have jurisdiction in case of any dispute.
- (iii) If any dispute or difference of any kind whatsoever shall arise between the "The Company" and the Allottee in connection with or arising out of this Allotment which they are unable to settle amicably between themselves, hence such disputes or differences shall be decided by panel of three arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is also agreed that the arbitral tribunal shall not have jurisdiction to adjudicate upon the disputes ex aequo et bono. The arbitration shall be held in Ghaziabad and English language shall be used in the arbitral proceedings. The Indian laws shall govern the proceedings. The parties agree that the decision of the majority of the arbitrators so appointed shall be final and binding upon the parties.

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

PROMOTER _____ ALLOTTEE(1) _____ ALLOTTEE(2) _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____

in the presence of:

Please affix
photograph and
sign across the
photograph

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) **AyushGarg**

(Authorized Signatory)

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' - DESCRIPTION OF THE [APARTMENT/FLAT] AND THE SPECIFICATIONS.

SCHEDULE 'B' - PAYMENT PLAN OPTED BY THE ALLOTTEE.

0-SCHEDULE-A
DESCRIPTION OF SAID APARTMENT/FLAT/UNIT

T1/T2/T3

PROMOTER _____

At _____

ALLOTTEE(2) _____

STRUCTURE	Earthquake Resistant R.C.C. Frame
LIVING-DINING BEDROOM	FLOORING - Vitrified tiles WALL - OBD/Acrylic Emulsion over cement plaster finished. DOOR - Hardwood frame with Flush Door/Skin Molded Door.
MASTER BEDROOM	FLOOR - Vitrified tiles. WALL - OBD/Acrylic Emulsion over cement plaster finished. DOOR - Hardwood frame with Flush Door/Skin Molded Door.
KITCHEN	FLOOR - Vitrified tiles. WALLS - Combination Of designer ceramic tiles 2' above the working counter. FIXTURES - Good quality stainless steel sink.
TOILETS	FLOOR - Ceramic tiles. WALLS - Designer glazed tiles upto 7' FITTING - Superior quality CP fittings.
ELECTRICAL	Copper wiring in concealed PVC conduits. switches for light & power points. TV and Telephone points in all bedroom & drawing/dininig.
WINDOWS	Wooden Window frames.
DOOR	Designer door at the main entrance.
BALCONY	Anti skid ceramic tiles.
LIFT	Modern high speed elevators.

SCHEDULE-B

PAYMENT PLAN

To be filed as per plan selected

[illegible]

***GST as applicable**

Note: Applicable value added tax (VAT), state sales tax, central sales tax, works contract tax, service tax, GST, metro cess, labourcess, building will be chargeable at prorata basis and as per applicable law.

PARTICULARS	DETAIL	AMOUNT
PLC For Park/Road	No PLC CHARGE	Including in Sale Price
Power Backup	1 KVA	Including in Sale Price
Club Membership	ONE	Including in Sale Price
PARKING*		

*That Promoter is providing space for parking of scooter & car in open area on first come first serve basis. These parking spaces does not have transferable rights of ownership of space and it is not part of sale deed.

PROMOTER _____ ALLOTTEE(1) _____ ALLOTTEE(2) _____