

## **AGREEMENT FOR SALE**

THIS AGREEMENT for Sale (hereinafter referred to as "Agreement") executed on this -----day of ----  
--- 2023 at Ghaziabad, Uttar Pradesh.

### BY AND BETWEEN

M/s Sharda Garments Pvt. Ltd, a Company registered under the Companies Act, 1956 having its Registered Office at 82, Defence Enclave, Delhi, 110092 and Corporate Office at 82, Defence Enclave, Delhi, 110092, having **PAN No. AAJCS2453F** E-mail [care@homfix.co.in](mailto:care@homfix.co.in) acting through its Authorized Signatories **Mr. Arvind Singh Rathore** vide Board Resolution dated 10/08/2023 to sign and execute this Agreement on its behalf and to do all acts, deeds and things incidental thereto (hereinafter referred to as the "Developer/Promoter"), which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, subsidiaries, nominees, executors and permitted assigns) of One Part;

### AND

Mr./Ms./Mrs..... (Aadhar No. ....) Son/Daughter/Wife of Mr.  
..... Resident of ..... (PAN No. ....) (Email  
.....)

Mr./Ms./Mrs..... (Aadhar No. ....) Son/daughter/Wife of Mr.  
....., resident of ..... (PANNO. ....) (Email: ....)

(Hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the Other Part.

### OR

....., a sole proprietorship firm, having its office at .....  
(PAN No. ....) acting through its Proprietor Mr./Ms. .... (Aadhar No. ....)  
(Email: ....) Son/daughter/Wife of Mr. ...., resident  
of ..... or through its representative Mr./Ms. .... (Aadhar  
No. ....) (Email: ....) Son/daughter/Wife of Mr. ....,  
resident of ..... duly authorized vide authority letter dated .....  
passed and signed by the Proprietor (hereinafter referred to as the Allottee(s), which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the Other Part.

### OR

M/s..... (PAN No. ....) (Email: ....) a Partnership Firm duly registered and existing under the Indian Partnership Act, 1932 having its registered office at ..... through Mr./Ms. .... Son/Daughter/Wife of Mr. .... (Aadhar No.), Partner/Authorized Representative of the firm, duly authorized vide authority letter dated ..... passed and signed by all the partners constituting the Partnership Firm (Copy enclosed) (hereinafter referred to as the "Allottee(s)" which expression shall

unless repugnant to the context or meaning thereof, be deemed to mean and include all Partners of the partnership firm and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the Other Part.

OR

M/s ..... (CIN No. ....), a Company incorporated, organized, registered and existing under Companies Act, 1956 having its Registered Office at ..... (PAN No. ....) (Email: ....) through Mr. .... (Aadhar No) of the Company duly authorized by the Board of Directors of the Company vide Resolution dated ..... duly authorized vide Deed of General/ Special Power of Attorney dated ..... duly registered in the office of the Sub- Registrar of Assurances, as Document No..... on ..... (Hereinafter referred to as the "Allottee(s)" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees, executors, liquidators and permitted assigns) of the Other Part.

OR

M/s..... (PAN No.....) (Email: ....) HUF through its Karta Mr..... (Aadhar No. ....) R/o..... (hereinafter referred to as the "Allottee(s)" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include him and each of the members constituting the HUF, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the Other Part.

OR

M/s ..... (PAN No.....) (Email; .....), a society registered and existing under the Societies Registration Act, 1860 or under ..... having its registered office at ..... through Mr. .... (Aadhar No. ....) duly authorized by the Governing Body/Managing Committee vide Resolution dated ..... duly authorized vide Deed of General/ Special Power of Attorney dated ..... duly registered in the office of the Sub- Registrar of Assurances ..... as Document No. .... On ..... (hereinafter referred to as the "Allottee(s)" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, liquidators, and permitted assigns) of the Other Part.

(Hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the Second Part.

The terms Developer/Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as "Party". The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Arrangement so demands.

## DEFINITIONS

In this Agreement, unless the context otherwise requires:

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

## WHEREAS:

A. The Company is the actual owner and is in possession of residential land measuring 23540 Sq. mtr. pertaining to Khasra no. **1082m, 1090 & 1089m** situated at village Morta & District Ghaziabad vide Sale dated 15/07/2011 registered with the Sub Registrar II, at Serial No. 7183 in Book No. 1 Volume No. 4962 at Page Nos. 307 to 370.

B. The Company offered to sell residential plots of different sizes and dimensions in the project (hereinafter referred to as Said plot) under the name and style of ' Brookside Valley' (hereinafter referred to as 'said Complex or said Project') bearing RERA Registration No. UPRERAPRJ registered with U.P. RERA ([www.up-rera.in](http://www.up-rera.in)).

C. The Promoter/Developer 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 accordance with the provisions of U.P. Urban Planning and Development Act 1973 Ghaziabad Development Authority (herein after referred as GDA) vide its Letter No. **Plotted Resi development / Plotted Housing/04689/GDA/LD/22-23/1697/28032023** has granted approval/license to develop the said Land as plotted development and the Project will have plots of different sizes and dimensions. Any change/ direction/ conditions imposed by GDA at any stage while modifying the layout plan shall be binding on the Allottee(s) and the Allottee(s) hereby agrees that it shall not be necessary on the part of the Company to seek consent of the Allottee(s) for the purpose of making any changes in order to comply with such directions, conditions changes and the layout plans of the said Land as may be amended and approved from time to time, shall supersede the present layout plan as given in Annexure –A and/or previous approved layout plans, as the case may be.

E. The Buyer(s)/Allottee(s) acknowledge(s) that he/she/it/they has/have inspected the sanctioned maps, services plans, title documents, of the Project Land, license(s) and all other NOCs and approvals issued by GDA and other Government Authorities with regard to the said Project. The Buyer(s)/Allottee(s) further acknowledge(s) that the Developer/Promoter has provided all information and clarification as required by the Buyer(s)/Allottee(s) and that the Buyer(s)/Allottee(s) has relied upon his own decision and has not been induced and / or influenced by any architect's plans, sale plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developer/ Promoter, its selling agents /brokers or otherwise including but not limited to any representation related to description or physical condition of the Plot including size and dimensions and any other physical characterizes thereof; the services to be provided by the Developer/ Promoter; the expected facilities /amenities to be made available to the Buyer(s)/Allottee(s) or any other data /information

except as specifically represented in this Agreement and the application submitted by the Buyer(s)/Allottee(s) for allotment of the plot. Further that the decision to enter into this Agreement with the Developer/ Promoter to purchase /allot the plot in the said Project is based only upon the facts contained in the present agreement including the fact that entire project land shall be developed, constructed, completed, marketed and sold by the Developer/promoter or its nominee only. This Agreement is self-contained and complete and in all respect.

The Buyer(s)/Allottee(s) confirms that no other representation or statement has been made by the Developer/promoter or by anyone on its behalf beyond the declarations made in this agreement;

F. The Buyer(s)/Allottee(s) has further represented that it has duly conducted the requisition due diligence and has seen and verified the relevant document /papers pertaining to the said Complex and is fully satisfied that title in the Plot of the Project Land is marketable and the Developer/ Promoter has right and authority of marketing the Plot in the said Project to any party and the Buyer(s)/Allottee(s) hereby accept and agree / to abide by the term and condition of this Agreement. Further the Buyer(s)/Allottee(s) has also seen and understood the plans of the said Plot/said project and is desirous of purchasing the said Plot;

G. The Buyer(s)/Allottee(s) had applied for a plot in the Project vide application No..... dated..... and has been allotted Plot No. ....having area of ..... square meters (..... square yards), (hereinafter referred as said "Plot"). No separate plot/space for garage/covered parking/parking is being allotted to the Allottee(s), the Allottee(s) shall park their vehicles within their plot, not anywhere in the project.

H. The Buyer(s)/Allottee(s) understands, agrees and acknowledges that the Buyer(s)/Allottee(s) is entering into this Agreement with full knowledge of all laws, rules, regulations notifications and applicable statutory provision in general regarding the said Project/Plot. The Buyer(s)/Allottee(s) has further confirmed to the Developer/Promoter that he is entering into this Agreement and undertakes to abide by the same.

I. The Developer/Promoter relying on the confirmation, representation and assurance of the Buyer(s)/Allottee(s) to faithfully abide by all the term and condition and stipulation contained in the clause no. 1 to clause no. 34 of this Agreement including the schedule of payment as contained in the Booking Booklet as well as in this Agreement has agreed to enter in to this Agreement and the Buyer(s)/Allottee(s) unconditionally and unambiguously accepts all such term and condition, restriction, stipulation and obligation and undertakes to perform /observe the same in letter and spirit.

J. This Agreement is being entered into in pursuance to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Buyer(s)/Allottee(s) acknowledges the details of the Project specifications and time of completion and understands and agrees that the same is/shall be in accordance with the declarations and terms of registration. Further any modifications therein are/shall be always accepted and stand consented and approved by the Buyer(s)/Allottee(s) irrevocably.

K. In pursuance of and subject to the aforesaid stipulation, the Developer/Promoter hereby agrees to confirm the said allotment on the terms and condition contained hereinafter.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE AND  
BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

**INTERPRETATIONS**

Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning assigned to them in the Act:

**1. TERMS**

1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer/Promoter agrees to sell/transfer to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Plot "" as specified in recital aforesaid.

1.1.2 Both the parties confirm that they have read and understood the provisions of section-14 of the Act

1.2 In consideration of the payment made/to be made by the Allottee(s) to the Developer/Promoter in the manner appearing hereinafter and in consideration of the various obligations, particularly those relating to payment of Sale consideration and maintenance that the Allottee(s) has agreed to fulfil, Developer/Promoter hereby agrees to sell, transfer, convey and assign to the Allottee(s) and the Allottee(s) agrees to purchase the Plot at the Total Basic Price/Consideration for the Plot having an area of      meter (      sq. yard) is Rs.      /-(Rupees      Only) ("Total Price"), as per break up given/provided in "Annexure-B".

It is clarified by the Developer/Promoter that Total Price is exclusive of Interest Free Maintenance Security payable by the Allottee(s) at the time of possession of the Plot and to be transferred to the designated AOA (if Any) at the time of handing over maintenance and management of the Complex/Project. It is also clarified that:

- (i) The Total Price above includes the part/ full booking amount of Rs..... /- (Rupees Only). Further 10% of total price paid by the Allottee(s) to the Developer/Promoter towards the Plot, shall be deemed to be the booking amount/earnest money (the "Booking Amount");
- (ii) The Total Price above includes Taxes. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change/modification;
- (iii) The Total Price above excludes Interest Free Maintenance Security (IFMS), which shall be payable by the Allottee(s) at the time of offer for Possession of the Plot and the same will be transferable to the Apartment Owners Association (AOA) WITHOUT ANY INTEREST at the time of execution of Memorandum of Transfer for the purpose of handing over maintenance to AOA and compliance of related statutory formalities in this regard;
- (iv) The Developer/Promoter shall periodically intimate to the Allottee(s), the amount payable, as stated in
- (v) above, and the Allottee(s) shall make payment demanded by the Promoter within the time or in the manner specified herein. In addition, the Developer/Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with relevant acts/rules/notifications along with dates from which such taxes/levies etc. have been imposed or become effective;

1.3 The Total Price is escalation-free, save and except increases, which the Allottee(s) 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/any government department, from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes/duty/expenses imposed by the competent authorities/any government department then the Developer shall enclose the said notification/order/rule/regulation/circular to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

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

1.5 The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the by discounting such early payments @.....prevailing SBI MCLR rate per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Developer/Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and amenities described therein in respect of said Plot, without the prior written consent of the Allottee(s); as per the provisions of the Act, Provided further that the Developer/Promoter may make such minor additions or alterations as may be required and agreed by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and if deemed necessary by the Architects/Engineers/Professionals engaged for this purpose or if so required by the "GDA" and/or any other authorities/ any regulatory authorities, the Developer/Promoter may effect and make suitable addition or alterations in the layout plans. Such addition or alterations may be included change in the area of the "Plot", the numbering of "Plot" and/or the location of the "Plot". All such changes either at the instance of the regulatory authorities or otherwise, shall be in strict compliance with the rules and regulations applicable and shall be binding upon the Allottee(s).

1.7 Subject to Clause 9.3 the Developer/Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Plot as mentioned below:

- i. The Allottee(s) shall have exclusive ownership of the Plot, subject to terms of Agreement for Sale;
- ii. The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) 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(s) to use the common area shall always be subject to the timely payment of the Complex Maintenance & Management Charges (hereinafter referred as CMM charges) and other charges, as applicable;
- iii. The computation of the price of the Plot not only includes recovery of price of land, development of the Plot, but also the Common Areas, internal development charges, external development charges & related infrastructure, and connected amenities etc. in the Common Areas (excluding electric connection charges, housekeeping, landscaping,

plumbing, solid waste management and security etc.) and cost for providing all other facilities, to be provided within the Project; and

iv. The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his plot during construction, with prior written approval of the Developer/Promoter. However, while deriving this right, the Developer/Promoter shall not be held liable for any loss/cost/damages or any other expense caused due to such visit or any accident/mishap occurred during such visit to the Allottee(s) or any person on his behalf, in view of ongoing construction at project site.

1.8 It is made clear by the Developer/ Promoter and the Allottee agrees that the Plot shall be treated as a single indivisible plot for all purposes. The Allottee(s) understands and agrees that the common areas and facilities within the Project will be made available for use and enjoyment of all the Allottee(s) of the Project and the Allottee(s) agrees to use such common areas without causing any hindrance/obstruction to other Occupant(s)/Allottee(s) of the Project. The Allottee(s) shall not allow or permit to endanger the life, liberty and property of the other Occupant(s)/ Allottee(s) of the project.

1.9 The Developer/Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, lease rent, municipal or other local taxes, charges for water or electricity connection, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer/Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the Developer/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 thereof by such authority or person.

1.10 The Allottee(s) has paid a sum of Rs. .... /-  
(Rupees..... Only) so far being part payment towards the Total Price of the Plot the receipt of which the Developer/Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan and as and when demanded by the Developer/Promoter within the time and in the manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he shall be liable to pay interest @ 12% p.a., however, Developer/Promoter reserves right to cancel the said plot subject to Clause No. 9.

1.11 The Allottee(s) may, for the purpose of facilitating the payment of the Total Price obtain financial assistance from banks/financial institution after obtaining prior written permission from the Developer/Promoter. Any such arrangement / agreement shall be entered by the Allottee(s) at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/financial institution, the Developer/Promoter may issue the permission / NOC as may be required by the banks / financial institution subject however, that the Developer/Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee(s) shall keep the Developer/Promoter indemnified from all costs, expenses, injuries, damages etc. which the Developer/Promoter 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 Developer/Promoter may at the request of Allottee(s), enter into a tripartite agreement with the

Allottee(s)'s banker / financial institution to facilitate the Allottee(s) to obtain the loan from such bank / financial institution for purchase of the Plot. The Allottee(s) hereby agrees that the Developer/Promoter shall be entitled to cancel this Agreement for Sale at the request of the Allottee(s)'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).

## **2 MODES OF PAYMENT**

Subject to the terms of the Agreement and the Developer/Promoter abiding by the development milestones, the Allottee(s) shall make all payments, on demand by the Developer /Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque /demand draft or online payment (as applicable) in the below mentioned account no.:

**Name:** - SHARDA GARMENTS PRIVATE LIMITED COLLECTION ACCOUNT FOR BROOKSIDE VALLEY PROJECT

**Account No:** - 14510200013086

**IFSC Code:** FDRL0001451

**Branch:** - Nirman Vihar

**Bank Name:** The Federal bank Ltd

**The reverse of each instrument shall record the Plot No. and name of the Allottee(s), under this Agreement.**

## **3 COMPLIANCES OF LAWS RELATING TO REMITTANCES**

3.1 The Allottee(s), making remittance towards payment of Plot from foreign country 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, Reserve Bank of India (Amendment) Act, 1997 and rules and regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that for remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer/Promoter with such permission, approvals which would enable the Developer/Promoter to fulfil 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(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it/they shall solely be liable for action, if any, under the Foreign Exchange Management Act, 1999 or other laws as may be applicable, as amended from time to time and shall keep the Developer/promoter harmless and indemnified at all times.

3.2 Whenever there is any change in the residential address of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws. In case of default by the Allottee(s) in intimating such change of address in writing to the Developer/Promoter, no grievance/challenge of the Allottee(s) regarding non receipt of the communications regarding demands of instalment or changes in plot/plan etc. from the Developer/Promoter shall be entertained, provided that the said communications are sent on address available in the records of the Developer/Promoter and it shall be presumed that the communication has been duly received by the Allottee(s) and all the consequences in terms of the

present agreement shall ensue in case of non-responding to the communication in time or delay in making the payment.

3.3 The Developer/Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Plot applied for herein in any way. The Developer/Promoter shall credit the payment in the name of Allottee(s) only and shall be issuing the payment receipts in favour of the Allottee(s)/Buyer only.

#### **4 ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee(s) authorizes the Developer/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 Developer/Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Developer/Promoter to adjust his payments in any manner.

#### **5 TIME IS ESSENCE**

Time is of essence for the Developer/Promoter as well as the Allottee(s). The Developer/Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the project to the RERA Authority and handing over the Plot to the Allottee(s) and the Common Areas to the association of the Allottee(s), if any formed, after receiving of the completion certificate from the competent authority. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/Promoter as provided in Payment Plan.

#### **6 CONSTRUCTIONS OF THE PROJECT**

The Allottee(s) has seen the specifications of the project and accepted the Payment Plan, layout plans shown/annexed along with this Agreement, which has been approved/shall be approved /revised/amended by the competent authority from time to time. The developer /Promoter shall develop the Project in accordance with the layout plans and specifications. Subject to the terms in this Agreement, the Developer/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye- laws and provisions prescribed by GDA and shall not have an option to make any variation /alteration/ modification in such plans, provided that any addition /alteration or modification required in terms of change in the norms of the authority, master plan, bye-laws or under direction of any authority or government can be made by the Developer/ Promoter under general/ standard consent of the Allottee(s), accorded herein.

#### **7 POSSESSIONS OF THE PLOT**

(7.1) Schedule for possession of the said Plot:

The Developer/Promoter agrees and understands that timely delivery of possession of the Plot is the essence of the Agreement. The Developer/Promoter, based on the approved plans and specifications (subject to any amendment made by the competent authority and/or any compounding allowed by the competent authority), likely to hand over possession of the Plot on or before or as per the date of completion of project given in registration certificate issued by the U.P. RERA (indicative date of possession), (that the indicative date of possession is calculated on the basis of working days as per calendar year however, completion/possession date shall remain subjective

to the actual working days utilized after deduction of force majeure circumstances etc which may impact the working days during the regular period). Further it is clarified that the Developer/Promoter shall provide the details of actual working days to the allottee(s) each year after deducting the period of days when the development work remains impacted due to different force majeure circumstances enumerated herein below, if any.

That the completion/possession date shall be calculated subject to Force majeure circumstances including but not limited to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, public nuisance or riots or agitations and change in governmental or competent authority's policy, directions, laws (including, any statute, ordinance, rule, regulation, judgment, notification, order, decree, permission, license or approval) of any Government/GDA/NGT/Pollution Control Board, etc , expropriation or compulsory acquisition by any government/GDA of any part of the "said Project" or rights therein, affecting the regular development of the project or non-payment of due sums/ late payment(s) by the Allottee(s) (without prejudice to the right of Developer/Promoter to terminate this agreement under clause mentioned, hereunder) or any other reason beyond the control of Developer/Promoter. In case, the completion of the Project is delayed due to the above conditions then the Allottee(s), agrees that the Developer/ Promoter shall be entitled to the extension of time for completion of development and/or delivery of possession of the Plot equivalent to the period of delay caused on account of the reasons stated herein including the time which will be required to reassemble/rearrange labour to re- start construction/development work at the Project. The Allottee(s) agrees that he/she/they will not raise any claim by way of damages/compensation against the Developer/Promoter in case of delay in completion of construction and/or handing over possession of the Plot on account of the aforesaid reasons. In such circumstances extension of date given by the Developer/Promoter and/or extended period granted by RERA under section 6 of U.P. RERA shall be deemed to be the date of actual possession in terms of the agreement. The Allottee(s) further agrees, acknowledges and undertakes that he/she/they shall not demand any compensation/delay penalty for any such period; Provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Developer/Promoter to implement the Project due to above conditions, then this allotment shall stand terminated and the Developer/Promoter shall refund to the Allottee(s) the entire amount received by the Developer/Promoter from the Allottee(s) without interest. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/ she/they shall not have any rights, claims etc. against the Developer/Promoter or the project and project land and that the Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

#### (7.2) Procedure for taking possession

The Developer/Promoter, after receiving of Completion Certificate of the Plot shall give the possession of the Plot, to the Allottee(s) in terms of this Agreement. The Allottee(s) agrees to pay the CMM Charges, as determined by the Promoter/Developer/nominated maintenance company/agency, after the issue of Completion certificate for the Project.

#### (7.3) Failure of Allottee(s) to take Possession of Plot:

Upon receiving a written intimation from the Developer/Promoter as per clause 7.2, the Allottee(s) shall take possession of the Plot from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Promoter shall give possession of the Plot to the Allottee(s). In case the Allottee(s) fails to

execute all documents and do not take possession within 60 days and subject to clause 10, Allottee(s) shall continue to be liable to pay holding charges Rs. 11/Sq. Meter and other charges viz. CMM Charges including but not limited to municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, compensation to the Farmers, Metro Cess, any other Cess, charges, Swachh Bharat Cess, Krishi Kalyan Cess etc. levies and impositions, levied by the local or statutory authority together with interest thereon, as on the date of offer of possession.

#### (7.4) Possession by the Allottee(s)

After obtaining the Completion certificate for the Project and handing over physical possession of the Plot to the Allottee(s), it shall be the responsibility of the Developer/Promoter to hand over copy of the necessary documents and plans, including common areas, to the association of the Allottee(s) (if any), nominated maintenance company/ agency or the competent authority, as the case may be, as per the applicable laws.

#### (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 Developer/ Promoter, the Developer/ Promoter herein is entitled to forfeit the booking amount/earnest money equivalent to 10% of total cost of the Plot. The 50% of balance amount (excluding taxes already credited/ paid to the Government account) of money paid by the Allottee(s) shall be returned by the Developer/Promoter to the Allottee(s) within 45 days of such cancellation and the remaining amount shall be returned within one year of cancellation or re-allotment of the Plot, whichever is earlier.

#### 7.6) Compensation

The Developer/Promoter shall compensate the Allottee(s) 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 clause shall not be barred by limitation provided under any law for the time being in force; Provided that no compensation shall be paid when such defect in title comes into being in a land allotted/ procured from any government/ Authorities or agency which was acquired under any law or otherwise.

Except for occurrence mention in para 7.1 event, if the Developer/Promoter fails to complete the project or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement 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 Developer/Promoter shall be liable, on demand of the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the plot with interest specified @ (Prevailing SBI MLCR + 1%) p.a. within 90 days from the date of acceptance of cancellation request.

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Developer /Promoter shall pay the Allottee(s) interest at the rate specified in the RERA Rules till the date of offer for possession of such Plot.

(7.7) It is hereby agreed that possession of "Plot" shall be delivered by the Developer/Promoter to the Allottee(s) upon registration of the Sale Deed and subject to clearance of all dues and demands payable by the Allottee(s) to the Developer / Promoter up to the date of such possession as specified herein.

## **8 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/PROMOTER**

The Developer/Promoter hereby represents and warrants to the Allottee(s) as follows:

- I. The Company has clear and marketable title with respect to the said Project Land; the requisite and irrevocable rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land;
- II. The Company 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 Project Land or the Project, which may restrict transfer or delivery of possession of the Plot to the Allottee(s) save and except which may be created by lenders from whom the developer can borrow money for the purpose of project funding.
- IV. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Project Land and Plot are/shall remain valid and subsisting and have been obtained by following due process of law. Further, the Company/ Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Project Land, building and Plot and Common Areas;
- V. The Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may judicially be affected;
- VI. The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee(s) in the manner contemplated in this Agreement;
- VII. At the time of execution of the Sale deed/Conveyance deed the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s).
- 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 Developer/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 Completion Certificate of the Project received;
- 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 Developer/Promoter in respect of the said Project Land and/or the Project as on the date of commencement of project.

## **9 EVENTS OF DEFAULTS AND CONSEQUENCES**

9.1 Subject to the Force Majeure clause, the Developer/Promoter shall be considered under a condition of Default, in the following events:

- I. Developer/Promoter fails to provide possession of the Plot to the Allottee(s) within the time period specified subject to any Force-Majeure events as specified in clause 7.1.

- II. Discontinuance of the Developer/Promoter's business 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 Developer/Promoter under the conditions listed above, a non- defaulting

**Allottee(s) is entitled to the following:**

- I. Stop making further payments to Developer/Promoter as demanded by the Developer/Promoter. If the Allottee(s) stops making payments, the Developer/Promoter shall correct the situation by completing the development milestone and only thereafter the Allottee(s) be required to make the next payment without any penal interest, or
- II. Allottee(s) shall have the option of terminating the Agreement in which case the Developer/Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever (excluding taxes already credited/ paid to the Government account) towards the purchase of the Plot, along with interest @ (Prevailing SBI MLCR + 1%) p.a. within 45 days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer/promoter, interest at the rate specified in the RERA Rules, for every month of delay till the handing over of the possession of the Plot.

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

The Allottee(s) shall be treated under default, in case the Allottee(s) fails to make payments for two consecutive demands, made by the Developer/Promoter, as per the payment plan, extended hereto despite having been issued notice in that regard. The Allottee(s) shall be liable to pay interest to the Developer/Promoter on the unpaid amount @ 12 % p.a.

9.4 In case of default by Allottee(s) under the conditions listed above, Developer shall be entitled to the following:

- I. In case of default by Allottee(s) under the condition listed above continues for a period beyond three consecutive months after notice from the Developer/Promoter in this regard, the Developer/Promoter may cancel the allotment of the Plot and refund the amount paid to him by the Allottee(s) (excluding taxes already credited/ paid to the Government account) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.
- II. It is unconditionally agreed and understood by the Allottee(s) that in the event of this Agreement being terminated/cancelled due to non-fulfilment of any of the obligation or breach of the agreement by the Allottee(s) as aforesaid, the Developer shall be free to cancel the booking of the Allottee(s) which shall be effective from the date of dispatch of letter of cancellation issued by Developer to the Allottee(s) sent at the address mentioned in this agreement or as updated in its records and thereafter, Developer/Promoter shall be free to deal with and allot, lease, sell the Plot to any person/persons/association of persons/third party in the manner and in the terms the Developer/Promoter may deems fit and the Allottee(s) shall have no lien or claim over the Plot.
- III. It is unconditionally agreed and understood by the Allottee(s) that in case of cancellation as specified in above Clause No. 9.4 (ii), the Developer/ Promoter herein is entitled to forfeit

the booking amount (10% amount of total consideration). The 50% of balance amount, if any (excluding taxes already credited/ paid to the Government account) of money paid by the Allottee(s) shall be returned by the Developer/Promoter to the Allottee(s) within 45 days of such cancellation and the remaining amount shall be returned within 1 year of cancellation or re-allotment of the Plot, whichever is earlier.

## **10 CONVEYANCES OF THE SAID PLOT**

The Developer/Promoter, on receipt of complete amount of the Total Price with other/additional charges of the Plot under the Agreement from the Allottee(s), shall facilitate a Sale Deed and transfer the title of the Plot within the period as prescribed herein this agreement. However, in case the Allottee(s) 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/offer of possession, the Allottee(s) authorizes the Developer/Promoter to withhold registration of Sale Deed in his/her/their favour till full and final settlement of all dues including but not limited to CMM Charges (if any) and stamp duty, registration legal expenses and registration charges to the Developer/Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Registration Act as applicable in the State of Uttar Pradesh including any actions taken or deficiencies/penalties imposed by the competent authority (ies) and for all the other incidental charges as per Clause No. 7.3. It is unconditionally agreed and understood by the Allottee(s) that no physical possession will be handed over to Allottee(s) without execution of the Conveyance Deed.

## **11 MAINTENANCE OF THE PLOT / PROJECT**

11.1 The nominated maintenance company/ agency shall be responsible to provide and maintain either itself or through duly appointed maintenance agency, essential services in the Project.

11.2 The Allottee(s) agrees and undertakes to enter into and execute a separate maintenance agreement with the nominated maintenance company/ agency and follow the applicable rules mentioned therein. The "Maintenance Agreement" may inter alia specify the "Maintenance Services" to be provided in relation to the Plot/project

11.3 Further, the Allottee(s) shall pay the monthly CMM Charges to the Developer/Promoter/ nominated maintenance company/ agency as per bills raised by the Developer/Promoter/ nominated maintenance company/ agency. The Allottee(s) shall pay at the time of offer for Possession of the Plot, Interest-Free Maintenance Security Deposit (IFMSD), which can be utilized for below mentioned purpose, as and when such need arises: -

- a) for making good/meeting up the shortfall of monthly CMM Charges not being paid by the Allottee(s) despite 3 (three) reminders; or
- b) for meeting up the cost of repair / replacement of equipment/ electronic gadget / fixture etc., damaged by Allottee(s) or any other entity connected to him/her, could not be recovered despite being under warranty from the respective manufacturer or vendor; or
- c) for recovery of charges of Annual Maintenance Contract (AMC) of equipment, fixtures and fittings such as electronic items, switches, cp fittings, pumps etc. post expiry of their warranty covers provided Allottee(s) are not willing to pay or makes default in paying the proportionate cost of such charges; or
- d) for replacement/repair of capital goods over the passage of time

## **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 PLOT FOR REPAIR**

The Developer/Promoter and/or nominated maintenance company/ agency (if any) shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottee(s) (if any) and/or nominated maintenance company/ agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **14 USAGE**

**Use of Service Areas:** The service areas, if any, as located within the project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the nominated maintenance agency or association of Allottees (if any) formed by the Allottees for rendering maintenance services.

## **15 GENERAL COMPLIANCE WITH RESPECT TO THE SAID PLOT**

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Plot and the building constructed thereon at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Plot, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and the building constructed thereon and keep the building its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign- board / nameplate, neon light, publicity material or advertisement material etc. on the face / facade of his/her/their Building or anywhere on the exterior of the Project, buildings therein or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot or his/her/their/building or place any heavy material in the common areas/ roads of the project.

15.3 The Allottee(s) understands and agrees that the role and responsibility of the Developer/Promoter, in respect of supply of electrical energy to the Allottee(s) and the other Allottees in the Complex, is limited up to installation of electric sub-station and system for receiving the supply of same from the Pashchimanchal Vidyut Vitran Nigam Limited (PVVNL) or any other licensing and/or regulatory authority, on Multi-point Connection Scheme basis through separate electricity meters for the said plot, as per the provisions of the U.P. Electricity Supply Code 13th Amendment dated 10.08.2018. The Developer/Promoter acting on its behalf shall be mere installing

or any other specifications with respect to electrical energy supplied by the PVVNL or any other licensing and/or regulatory authority. Therefore, it shall not be responsible in any manner for any loss, action, damage or compensation, whatsoever arising out of any failure or shortage in supply of electric energy to the Developer/Promoter and/or to the Allottee(s) either on part of PVVNL/any other concerned authority or due to war, civil commotion riots, strike, lockout, fire, flood, tempest, lightning, earthquake or other force majeure conditions or any other reason beyond the control of the Developer/Maintenance Company/Agency/AOA. Further, Allottee(s) shall pay all necessary charges (meter charges, usage charges, security etc.) to the PVVNL/concerned statutory power corporation for his electricity connection.

15.4 That In accordance to the provisions of Uttar Pradesh Electricity Supply Code (Thirteenth Amendment) 2018, the meter installed by the PVVNL/concerned statutory power corporation at the incoming supply point of the project will act as "Reference Meter". The PVVNL/concerned statutory power corporation will compare the total electricity/energy consumption recorded by "Reference Meter" and total electricity/energy consumption of all the individual meters, installed in project, for each billing cycle. The difference of electricity/energy consumption beyond the prescribed limit of "Reference Meter" and total electricity consumption of all the individual meters installed in project, shall be added in the consumption of Common Area by the PVVNL/concerned statutory power corporation. The allottee(s) shall pay proportionate share of such extra added units without demur to the Developer/Nominated Maintenance Agency/AOA as the case may be, along with the Maintenance Charges.

15.5 The Allottee(s) agrees that the allotted "Plot" shall be used for residential purposes only. Further, no damage or hazards will be caused/created/kept in the "Plot" in any manner and all standards of safety, firefighting and insurance etc., notified by the Developer/Promoter and/or any government authority will be observed by the Allottee(s).

15.6 The Allottee(s) agrees and undertakes that the Allottee(s) shall not do or permit to be done, any of the following acts:

- a) To divide or sub-divide the "Plot" in any manner, which is always required to remain a single plot.
- b) Store/ stock/ bring into/ keep in the "Plot and the building constructed thereon" any goods/ material/ fluid/ chemical/ substance of explosive/ hazardous/ combustible/ inflammable nature or any act which has effect of doing so, either directly or through any of the Allottee(s) agents, servants, employees, licensees, or visitors, which may cause risk of fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building or neighbouring Plots/ buildings, and/or the assets of the other neighbours.

15.7 The Allottee(s) further agrees, acknowledges and undertakes:

- a) To strictly follow the building byelaws and rules as prescribed by GDA / competent authorities from time to time and in force and rules made by the Developer/ Promoter/ nominated maintenance company/ agency. The Allottee(s) further undertakes to follow the relevant municipal byelaws and rules as may be applicable from time to time over the Plot and to pay all applicable taxes.
- b) The responsibility of provision of fire safety, public health services and general services shall be entirely of the Allottee(s).

c) That if any kind of damage caused to any assets including but not limited to equipment installed in the common area of project due to any act, negligence or omission committed by any Allottee(s) or his family member/employee/servant/etc. then the same will be rectified or replaced by Developer/Promoters at the cost of Allottee(s). Further Allottee(s) agrees and undertakes that he/she/they shall never raise any kind of objection in this regard.

#### **16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S)**

The Allottee(s) is entering into this Agreement for the allotment of Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project. The Allottee(s) hereby undertakes that he/she/it/they shall comply with and carry out, from time to time after he/she/it/they has taken over for occupation and use the said Plot, all the requirements, requisitions, demands and repairs which are required by any competent authority/maintenance agency in respect of the Plot at his/ her own cost.

#### **17 ADDITIONAL CONSTRUCTIONS**

The Developer/Promoter and the Allottee(s) as well undertakes that they have no right to make addition 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 DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

18.1 After the Developer/Promoter executes this Agreement he shall not mortgage or create a charge on the Plot and if any such mortgage or charge has to be 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(s) who has taken or agreed to take such Plot.

18.2 The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or any other person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter. Further, the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/ or Project and/or other pieces of land which may be the subject matter for development by the Promoter in favor of such bank/s and/or financial institute and/or person.

18.3 The Allottee(s) hereby has accorded his irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or any other person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same. However, the Promoter shall always keep the Allottee(s) duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

#### **19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE ACT, 2010/2016**

The Developer/Promoter has assured the Allottee(s) that the Project in its entirety, is in accordance with the provisions of the U.P (Promotion of Construction, Ownership and Maintenance) Act, 2010 and amended Act 2016. The Developer/Promoter showing compliance of as applicable in Uttar Pradesh.

## **20. BINDING EFFECT**

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

## **21. ENTIRE AGREEMENT:**

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

## **22. RIGHT TO AMEND:**

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

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

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 Allottee(s) of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

## **24. WAIVER NOT A LIMITATION ENFORCE**

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

24.2 Failure on the part of the Developer/Promoter to enforce at any time or for any period the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce every provision.

## **25. SEVERABILITY**

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

## **26. METHOD OF CALCULATION OF PROPORTIONATE SHARE, WHEVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Area of the Plot bears to the total Area of all the Plots in the Project.

## **27. FURTHER ASSURANCES**

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

## **28. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer/Promoter through its authorized signatory at the Developer/Promoter's Office, or at some other place, which may be mutually agreed between the Developer/Promoter and the Allottee(s). After the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement, the same shall be registered at the office of the sub-registrar. Hence, this Agreement shall be deemed to have been executed within the jurisdiction of the office of said sub-registrar.

## **29. NOTICES:**

29.1 All notices to be served on the Allottee(s) and the Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Developer/Promoter by E-mail, courier, speed post or Registered Post at their respective addresses/ email given in the beginning of this Agreement.

29.2 It shall be the duty of the Allottee(s) and the Developer/Promoter to inform each other of any change in address/ email subsequent to the execution of this Agreement in the above address by E-mail, courier, speed post or registered post failing which all E-mail communications and letters posted at the above address shall be deemed to have been received by the Developer/Promoter or the Allottee(s), as the case may be.

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

In case there are joint Allottee(s) all communications shall be sent by the Developer/Promoter to the Allottee(s) whose name appears first and at the address/ email given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s)).

### **31. SAVINGS**

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

### **32. GOVERNING LAW**

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 Republic of India for the time being in force.

### **33. DISPUTE RESOLUTION**

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

### **34. GENERAL CLAUSES**

34.1 The Allottee(s) acknowledges that the Developer/Promoter has provided all information & clarifications as required by the Allottee(s) and that the Allottee(s) has made his/her independent assessment and that he/she/it/they have made requisite enquiries in electing to buy the Plot and that Allottee(s) without relying on any of the Developer/Promoter's sales and promotional material and is not influenced by any sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developer/Promoter/Representatives or otherwise including but not limited to any representations relating to description or physical condition of the Said Project and area of the Said Project and the Plot (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Developer/Promoter, the estimated facilities/amenities to be made available to the Allottee(s) or any other data except as specifically represented herein but the Allottee(s) had also otherwise made investigation and after full satisfaction has made his own judgment in deciding to apply for allotment of the Plot. There is no inducement or any promise/obligation by the Developer/Promoter save and except what is stated hereunder.

34.2 The Allottee(s) agrees and acknowledges that the Allottee(s) has applied for Allotment of "Plot" after having conducted requisite due diligence, examination and independent judgment and with full knowledge of all the Laws, Rules, Regulations, Notifications, statutory provisions applicable to the development, use and enjoyment of the Plot and that the Allottee(s) has fully understood his rights, duties, responsibilities, obligations there under, and the Allottee(s) undertakes to abide by the same.

34.3 That the Allottee(s) is aware that various other Allottees have chosen to buy Plots in the development with the assurance that the conduct of all the allottees shall be appropriate and in line with high standards of social behavior. Similarly, the Developer/Promoter has agreed to sell the Plot to the Allottee(s) based on promise that the Allottee(s) shall conduct himself in a reasonable manner

and shall not cause any damage to the reputation of or being disrepute to or cause nuisance to any of the other Allottee(s) in the Complex/Project. Any allottee who indulges in any action, which does not meet such standards, shall be construed to be in default of his obligation under this Agreement.

34.4 The Allottee(s) shall be solely responsible and liable for any financial assistance as may be required by him for purchasing the Plot. However, the Developer/Promoter may assist the Allottee(s) in this regard as a gesture of goodwill but not under any obligation. Though it is expressly agreed and understood but it is further to clarify that the Developer/Promoter shall not at all be liable and/or responsible in case loan is not granted to the Allottee(s) by the Bank/Financial Institution for purchase of the Plot and if in case the loan availed by the Allottee(s) then upon execution and registration of Sale deed regarding the said Plot, the original Sale deed shall be received by the Developer/Promoter on behalf of the Allottee(s) from the registration office directly and shall be deposited with the concerned financing institute/banker to create equitable mortgage thereon in accordance with the banking rules & regulations and the undertakings given by the Developer/Promoter in this regard.

34.5 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Promoter and thereafter the association of Allottee(s)(if any formed according to prevailing local laws) and/or maintenance agency appointed by association of Allottee(s)/Developer. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

34.6 That in case of death of the Allottee(s), the Plot would be transferred to the legal heir(s) of the Allottee(s) on submission of the required documents, as per the Applicable Law.

34.7 The Allottee(s) hereby agrees and undertakes that he or his successor or legal representatives or subsequent purchasers, shall not for all the times to come, raise any kind of construction, whatsoever, or put any pillar, gate, barricade, fencing, etc. (neither temporary nor permanent) beyond the periphery of the Plot allotted to him. The Allottee(s) or his successor or legal representatives or subsequent purchasers also comply with all the terms and conditions mentioned in this Agreement failing which the DEVELOPER/nominated Maintenance Company/Agency shall be free to take any legal and coercive action against the Allottee(s)/successor/subsequent purchaser. The Allottee(s) further undertakes and agrees that he shall record and stipulate this undertaking in all the subsequent transfer documents and shall make bound all his successor/legal representatives/ subsequent purchasers with this undertaking/condition.

34.8 The terms and conditions contained herein shall be binding on the Occupier of the said Plot and default of the Occupier shall be treated as that of the Allottee(s), unless context requires otherwise.

34.9 The Allottee(s)/Transferor/Transferee undertake to pay the applicable Administrative Charges from time to time as communicated by the Developer/Promoter for such transfer, substitution and assignment (including towards the execution of any Agreement, Documents, or Contractual Agreement as may be required under any applicable law), together with arrears of installment(s) along with interest thereon due and also any applicable Stamp Duty, Taxes, Levies payable for such Transfer, Substitution/Assignment, shall be to the sole responsibility of and shall be payable by the Allottee(s)/Transferor / Transferee prior to such substitution/assignment.

34.10 The Allottee(s)/Buyer(s) understands that the nominated Maintenance Company/Agency may engage other agencies/contractors to provide one/more/all Maintenance Services under separate agreements. The nominated Maintenance Company/Agency's responsibility will be limited only to the extent of supervision of these agencies' work and to ensure that their operation is in conformity

with the agreement executed by them and to replace an agency if its performance is not up to the desired standards. The nominated Maintenance Company/Agency accepts no legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the Maintenance Services. The nominated Maintenance Company/Agency shall not be liable for any delay, loss or damage caused by agencies' failure or refusal to timely provide services.

34.11 The Allottee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Complex; save and except at areas/places specifically earmarked for these purposes in the said Complex.

34.12 Upon and after handover of the management of the Building/Complex to the AOA, the AOA (and its office bearers/members) will be responsible for fulfilment of all the obligations and responsibilities in relation to approvals/permissions as may be required by the concerned Authorities from time to time.

34.13 That any delay on account of the authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of Company. As per the office order dated 16.09.2019 issued by Hon'ble Uttar Pradesh RERA the completion certificate in part could also be obtained after depositing the requisite fee and obtaining the required NOCs. After the expiry of 8 days from the date of applying for the completion certificate along with all the requisite formalities and documents in case not issued/provide by the Authority, it shall be deemed as issued provided in law/by laws; therefore the Company shall not be liable for the penalty for delay in possession (subject to the force majeure conditions), after the said date, any claim for delay in possession(if any) will be confined up to the 8th day of applying for the completion certificate only

34.14 That the Developer/Promoter after obtaining required NOCs, a written intimation in the shape of 'Offer for Possession', will be sent to the Allottee(s) and a Period of fit out of 30 days will commence from the date of 'Offer for Possession'. After receiving the 'Offer for Possession' the Allottee(s) shall pay all the dues. The said fit-out-period is in order to facilitate the Allottee(s) to comply with the requisite formalities viz. obtaining NOC from the accounts department of the Company, registration of sale deed etc.

34.15 The Allottee(s) has specifically confirm that the "Developer" has made clear to the Allottee(s) that Developer will maintain and operate its sales office within the said complex/project till the entire plots of the projects are handover to the Customers/Allottee(s). The Allottee(s) undertakes that he/she/they/it shall never create any hindrance whatsoever in nature in the operation of the sales office of the Developer and further, undertakes that Allottee(s) shall never raise any objection/claim for the same.

In the event the AOA has been formed but there are Plots in the Building/Complex that are not sold by the Developer/Promoter, till such time that such unsold Plots are sold/leased, the Property Tax for such unsold plots shall be payable by the Developer/Promoter as charged by the competent Authorities and the common area maintenance charges shall be payable by the Developer/Promoter for such unsold plots from the date of handover of the AOA by the Developer/Promoter and not prior to the same.

34.16 The Allottee(s) shall be entitled to a receipt, to be issued by the Developer/Promoter against every demand draft/ pay order/cheque issued by the Allottee(s), subject to the clearance of the said demand draft/ pay order/cheque. No cash payment shall be accepted by the Developer/Promoter. For all payments, the date of clearance of the demand draft/ pay order/ cheque shall be taken as the date of clearance of payment. The dishonour of the demand draft/pay order/cheque for any reason,

shall entitle the Developer to charge from the Allottee(s) an additional amount of Rs.2000/- (Rupees Two thousand Only) towards loss of creditability, administrative & handling charges.

34.17 The Allottee(s) shall pay the entire amount as per payment schedule on or before the due date specified for the same. No part payment shall be accepted and if the Allottee(s) deposits any part payment of the Installment, the same shall constitute default in the payment.

34.18 That where any payments are made by any third party by or on behalf of the Allottee(s), the Developer/Promoter shall not be responsible towards any such third party and such third party shall not have any right in Plot, except as may be specifically consented to in writing by the Developer/Promoter.

34.19 The Allottee(s) shall adhere to and abide by all laws, bye-laws, rules and regulations of the any government having jurisdiction including the provisions of any other laws applicable earlier or made applicable hereafter to the Plot/said Project and as may be amended from time to time, and to pay all applicable taxes/duties/levies/demands, as may be due, in respect of the Plot (in proportion to the area of the Plot).

34.20 The said Complex shall always be known as Brookside Valley and this name shall never be changed by the Allottee(s) or their association (if any) or maintenance agency or anybody else. Further, always, the name of the 'Brookside Valley' and the name of the Developer/Promoter shall be displayed at prominent places in the said Project. All intellectual properties shall always remain and vest with the Developer/Promoter, and no person, including but not limited to the Allottee(s) association/society (if any) or the occupant(s) shall have any claim or right of any nature whatsoever on the said intellectual properties.

34.21 If as a result of any law that may be passed by any Legislation, Rule, Regulation, Order or Notification that may be made and/or issued by Ghaziabad Development Authority, Competent Authority or any other Authority including the Municipal Authority or an order from any court and as a result of which the Developer/Promoter is unable to complete the Said Project, then the Developer/Promoter may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate courts, Tribunal(s) and/or Authority. In such a situation, the money (ies) paid by the Allottee(s) in pursuance of this Agreement shall continue to remain with the Developer/Promoter and the Allottee(s) agrees not to move or to obtain specific performance of the terms of this Agreement, it being specifically agreed that allotment against this Agreement shall remain in abeyance till pending adjudication and further determination by the Court(s)/Tribunal(s)/ Authority (ies). However, the Allottee(s) may, if he/she/it/they so desires, become a party along with the Developer/Promoter in such litigation to protect Allottee(s) rights arising under this 'Agreement'. In the event of the Developer succeeding in its challenge to the impugned Legislation, Rule, Regulation or Order, as the case may be, it is hereby; agreed that this Agreement shall stand revived and the Allottee(s) shall be liable to fulfill all obligations as provided herein. It is further agreed that in the event of the aforesaid challenge of the Developer to the impugned Legislation, Order, Rule or Regulation does not succeed and the said Legislation, Order, Rule or Regulation becomes final, absolute and binding, then the Developer/Promoter will subject to the provisions of law/court order refund to the Allottee(s), the amounts attributable to the "Plot" (after deducting interest on delayed payments, processing fee, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Allottee(s) by the Developer/Promoter without any interest or compensation of whatsoever in nature within such period and in such manner as may be decided by the Developer/Promoter and the Allottee(s) hereby agree that they will accept such Developer's

decision, in this regard to be final and binding. Save as otherwise provided herein, the Allottee(s) shall not have any other right or claim of whatsoever nature against the Developer/Promoter under or in relation to this Agreement.

34.22 Headings to the Clauses and Schedules of this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement.

34.23 The Annexures/Schedules hereto form part of this Agreement and are expressly incorporated herein.

34.24 That, when at any stage this document requires to be registered under any law or necessity, the Allottee(s) binds himself and agree/s to have the same registered through the Developer/Promoter in his favor at his cost and expenses and keep the Developer/Promoter fully absolved and indemnified in this connection.

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

<b>Developer/Promoter</b>	<b>Allottee (s)</b>
Please affix photograph and sign across the photograph	SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER For  <b>AUTHORISED SIGNATORY</b>
Please affix photograph and sign across the photograph	SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S):  1.  2.
Please affix photograph and sign across the photograph	SIGNED AND DELIVERED BY THE WITHIN NAMED COMPANY/OWNER For  <b>AUTHORISED SIGNATORY</b>

**WITNESSES:**

Name: .....

Address: .....

Signature: .....

Name: .....

Address: .....

Signature: .....

ANNEXURE – A  
LAYOUT PLAN

**ANNEXURE B**

**BREAK-UP OF TOTAL PRICE OF PLOT**

(Refer to Clause 1.2)

**CONFIMATION GIVEN BY ALLOTTEE(S):**

# I/We clearly understand and agree that an Interest Free Maintenance Security (IFMS) is not part of aforesaid total cost of Plot and shall be payable by me/us at the time of offer for possession.

\* I/We understood and agree to pay the proportionate infrastructure cost for multipoint electric connection in the Complex/Project in terms of Notification No. UPERC/Secy./Regulation/Supply Code/2018/206 dated 10.08.2018 issued by the U.P. Electricity Regulatory Commission.

\*\* I/We also understand and concur that the Advance annual CMM Charges are not included in the aforesaid Total Cost of Plot and shall be paid by me/us at the time of offer for fit-out before possession along with final installment towards cost of Plot, at the rate to be decided by the Developer/Promoter.

**ANNEXURE-C**  
**SCHEDULE OF PAYMENT**

**Payment Plan**

This plan will be used for all allottees until a new scheme or payment is launched

Schedule of other charges (on offer for fit out before Possession)

**SCHEDULE-1**  
**SPECIFICATIONS OF PROJECT**

<b>Particulars</b>	<b>Brief Description</b>
Demarcation of Plots	YES
Boundary Wall	RCC COLUMNS AND MASONARY WITH Brickwork upto 9FEET.
Road Work	INTERNAL ROADS & PATHS WILL BE OF INTERLOCKINGTILES WITH KERB STONE ON SIDES.
Water Supply Including Drinking Water Facilities	DOUBLE PUMP UNDERGROUND WATER SUPPLY LINE WILL BE PROVIDED
Sewer System	SEWER SYSTEM WITH DWC SN-4(OR EQUIVALENT) PIPES AND UNDERGROUND SEWER SYSTEM & WITH RCC PIPE AND SAME CONNECTED TO AUTHORITY DISPOSAL LINE
Drain	SAUCER DRAINS AND DWC SN-4 PIPE (OR EQUIVALENT) DRAINAGE SYSTEM WITH RAINWATER HARVESTING PIT
Parks	BEAUTIFUL LANDSCAPE DONE AS PER ARCHITECTURAL DRAWINGS
Tree Planting	IT HAD DONE AS PER ARCH. DRAWINGS
Design For Electric Supply Including Street Lighting	THE UNDERGROUND ELECTRIC SUPPLY PROVIDED WITH 50 PERCENT DIVERSITY FACTOR AND ELECTRIC POLES ON THE PATHWAY
Community Buildings	NA
Treatment and Disposal System of Sewage and Sullage water	Through Authority Sewerage System
Solid Waste Management And Disposal System	Organic Waste Convertor, Collection Bins.
Water Conservation System	Rain water Harvesting Pits as Per norms
Energy Management System Including Use of Renewable Energy	NA
Fire Protection And Fire Safety System	NA
Social Infrastructure And Other Public Amenities Including Public Health Services	Proper Water Supply and Sanitary facilities
Emergency Evacuation Services	NA
Other Miscellaneous Work	NA