

## AGREEMENT FOR SALE

This Agreement For Sale (“**Agreement**”) executed on this (Date) day of \_\_\_\_\_ (Month), 20\_\_\_\_,

### By and Between

M/s KW Homes (Pvt.) Ltd. (CIN-U45400DL2012PTC244339), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **B-2/9, Karol Bagh Plot No. 2, DB Gupta Road, Ashok Nagar, Near Faiz Chowk, New Delhi – 110005**, India and its corporate office at B-97, Sector 63, Noida U.P. 201301 (PAN– AAECK9877A), represented by its authorized signatory \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) authorized *vide* board of resolution dated \_\_\_\_\_ hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assignees).

### AND

#### [If the Allottee is a company]

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

[OR]

#### [If the Allottee is a Partnership Firm]

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

[OR]

#### [If the Allottee is an Individual]

Mr./ Ms./Mrs. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son /daughter/wife of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), Aadhar No. .... 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).

[OR]

#### [If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged \_\_\_\_\_ about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assignees).

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

### DEFINITIONS:

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

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “appropriate Government” means the Central/State Government, as the case may be;
- (c) “Rules” means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (d) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) “section” means a section of the Act.
- (f) “Allottee” means singular of plural as the case may be.

- (g) "Occupation Certificate" means Part/full completion certificate or such other certificate by whatever name called, issued by the competent authority certifying that the project has been developed in totality.
- (h) "Independent Areas and facilities" means the areas and facilities which have been declared but not included as common areas for joint use of shops and may be sold by the promoter without the interference of other shop owner.
- (i) "Limited Common Areas and Facilities" means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any shop as reserved for use of certain shop or shops to the exclusion of the other shops;

The inter shop corridors between the shops and other such earmarked areas as declared limited common area by the promoter shall be given for usage to the allottee(s)/user(s) under special usage agreement between the promoter and allottee(s)/user(s). In case, all the shops associated with the inter shop corridor are allotted/purchased by single allottee/user, the corridor area shall automatically be converted into Independent Area for the said allottee/user and this independent area can also be sold by the promoter to the allottee of those shops separately.

- (j) "common areas" means — For the purposes of this Agreement, Common Area of the Project shall 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, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings; (iii) the common basements, terraces, parks, play areas, 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, sumps, 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; (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

The common basement means the basement excluding the covered parking area.

- (k) "carpet area" means the net usable floor area of a shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the shop;

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a shop, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a shop, meant for the exclusive use of the allottee;

#### WHEREAS:

- A. The Promoter is lawful & absolute owner and in possession of "Project Land" situated at Village: Saddiqnagar, Pargana: Loni, District & tehsil: Ghaziabad, (Situated at Main Road and Currently Known as Raj Nagar Extension) purchased vide sale deeds registered at Sr. No. 2096, Book No. 1, Jild No. 10080 dated 12.03.2014; Sr. No. 2125, Book No. 1, Jild No. 10083 dated 12.03.2014; Sr. No. 1567, Book No. 1, Jild No. 10037 dated 24.02.2014; Sr. No. 1929, Book No. 1, Jild No. 10067 dated 06.03.2014; Sr. No. 1974, Book No. 1, Jild No. 10070 dated 07.03.2014; Sr. No. 1566, Book No. 1, Jild No. 10037 dated 24.02.2014; Sr. No. 1539, Book No. 1, Jild No. 10035 dated 24.02.2014; Sr. No. 3461, Book No. 1, Jild No. 10090 dated 28.04.2014; Sr. No. 1448, Book No. 1, Jild No. 10027 dated 20.02.2014; Sr. No. 1452, Book No. 1, Jild No. 10028 dated 20.02.2014; Sr. No. 1432, Book No. 1, Jild No. 10026 dated 19.02.2014; Sr. No. 1433, Book No. 1, Jild No. 10026 dated 20.02.2014; Sr. No. 2912, Book No. 1, Jild No. 10146 dated 15.04.2014; Sr. No. 2913, Book No. 1, Jild No. 10147 dated 15.04.2014; Sr. No. 2097, Book No. 1, Jild No. 10080 dated 12.03.2014; Sr. No. 1482, Book No. 1, Jild No. 10030 dated 21.02.2014; Sr. No. 1483, Book No. 1, Jild No. 10030 dated 21.02.2014 all before Sub-Registrar III, Ghaziabad.
- B. The Ghaziabad Development Authority (GDA) has sanctioned the building layout plans vide Sanction No. 316/ Zone 1/ 15-16 dated 21.09.2016 communicated vide letter No. 97/ Master Plan/ Zone 1/ 16 dated 22.10.2016 for construction of retail shops for daily needs ("shop") on the aforesaid land. The building is being constructed in strict compliance of the said plans and the project has been named KW Delhi 6 ("Project").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Promoter has registered the Project under the provisions of the Act with Uttar Pradesh Real Estate Regulatory Authority under registration No. UPRERAPRJ2795;
- E. The Allottee had applied for a retail shop for daily needs in the above project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and the promoter has allotted the Retail Shop No. \_\_\_\_\_ admeasuring carpet area \_\_\_\_\_ Sq. Mt. i.e. \_\_\_\_\_ Sq. Ft. on \_\_\_\_\_ floor and covered (Mechanical/Normal) parking No. \_\_\_\_\_ in the basement 2 of KW Delhi 6 ("Building") and of *pro rata* share in the common areas (hereinafter referred to as the "Shop" more particularly described in "Schedule A" and the floor plan of the Shop is annexed hereto and marked as "Schedule B"); In case the parking is not opted by the allottee, the parking may not

be allotted in future by the promoter.

- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- G. The promoter herein has engaged the services of architects, structural architects and professional civil engineers for their professional services, supervision and guidance for the project and accordingly the project is being executed under their consultancy and guidance.
- H. The Allottee herein has demanded from the promoter and the promoter has provided the opportunity to the allottee to inspect all the documents related to the said land, sanctioned plans, NOCs, all the terms and conditions associated with all the approvals and NOCs, design and specifications prepared by the promoter's architects, possible modifications and future plans etc. and of such documents under RERA 2016 and rules made thereunder. Moreover all the documents are available on website [www.up-rera.in](http://www.up-rera.in) and if any changes made by promoter are approved by the concerned authority, the same shall also be uploaded on it time to time and the same shall be considered acknowledged by the allottee. After the allottee's enquiry, the promoter herein has also requested to the allottee to carry out independent search by appointing his/her/their own attorney/lawyer and ask any queries regarding the marketable title, sanctioned drawings etc., rights and obligations of both promoter and allottee under RERA and rules made thereunder. The allottee after due consultation with his/her/their lawyer has/have satisfied himself/herself/themselves in respect to the marketable title of the project, sanctioned drawing and rights & obligations of the promoter as well as the allottee etc. from GDA (Ghaziabad Development Authority) and other relevant competent authorities and thereafter only has/have agreed to execute the agreement for sale after due satisfaction.
- I. Notwithstanding anything contained anywhere in the agreement, it is specifically agreed between the parties hereto that the promoter has decided to have the name of the project "KW Delhi 6" and the allottee or the organization of the allottees shall not remove or alter the name and its signage of the building. This condition is essential condition of the agreement.
- J. The Parties hereby confirm that the parties are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. 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 herein after;
- L. 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 Shop.

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

**1. TERMS:**

1.1 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 Shop as specified in para G.

1.2 The Total Sale Price for the Shop based on the carpet area is Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only ("**Total Sale Price**") as detailed below:

Retail Shop/Unit No. \_\_\_\_\_ 2. Floor \_\_\_\_\_ 3. Carpet Area: \_\_\_\_\_ (Sq.Ft.) \_\_\_\_\_ (Sq.Mt.)

**Total Sale Price of the Retail Shop:**

A. Sale Price of the Retail Shop Rs. \_\_\_\_\_

B. Basement/Covered car Parking Space (Mechanical/Normal) Rs. \_\_\_\_\_

(For usage rights only)

C. Maintenance Charges @ Rs. 25 per Sq. Ft. for 3 months Rs. \_\_\_\_\_

D. Benefits under Anti Profiteering Clause Rs. \_\_\_\_\_

TOTAL (A+B+C-D) Rs. \_\_\_\_\_

E. GST @ .....as applicable Rs. \_\_\_\_\_

**Total sale Price (TSP) (A+B+C-D+E)** Rs. \_\_\_\_\_

1.3 Total Sale Price includes break up of the amounts such as cost of Shop, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas and proportionate cost of common areas, preferential location charges, taxes,

maintenance charges for 3 months from the date of expiry of fit out period, Individual Electric Meter Connection charges of \_ KVA and DG Power Back up of \_ KVA if/as applicable.

- 1.4 Total Sale Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges etc. 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 or as decided by the concerned authority. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.5 Total Sale Price shall not include the followings:
- Extra electrical load charges shall be payable @ Rs. 10,000 per KVA and extra Power Back up charges @ Rs. 25,000 per KVA on availability.
  - IFMS (Interest Free Maintenance Security) @ Rs. 200 per Sq. Ft. Shall be charged at the time of possession.
  - Stamp Duty, registration fees and Rs. 15000 as legal charges/advocate fees etc. shall be payable extra on registered agreement and same for conveyance deed as and when asked by the promoter.
  - If there is any increase/decrease in the carpet area of the Shop, the difference in the price shall be adjusted to the total price of the shop in proportion to the increased/decreased area.
  - Any extra work on request by the allottee in the Retail shop/unit shall be charged separately.
- 1.6 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("PaymentPlan")**.
- 1.7 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_ % per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.8 It is agreed that the allottee(s) has/have gone through the all the sanctioned plans and designs of KW Delhi 6 project for 1.50 FAR of which number of floors /stories may be raised by the promoter within the compounding limits of 10% of the 1.50 FAR as per norms of Ghaziabad Development Authority. While signing and accepting the agreement's terms & conditions, the Applicant(s) further agree(s), permit(s) and give NOC (No Objection Certificate) to the promoter in advance through this agreement to raise the additional floors/ stories and make architectural/designing changes as per requirement of the promoter or the shop owners. Further to the compounding limits, the promoter may also avail maximum FAR by way of purchasable FAR etc. as per building bye laws or as per amendments in policies which are declared time to time by GDA or any other concerned authority for which due permission of the applicant(s) shall be taken by the promoter as per provisions of the Act. The Promoter shall not make further additions and alterations in the sanctioned/compounding/revised plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Shop or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.9 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy/ Part/Full Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Sale Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Shop, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in **para 1.2** of this Agreement. In case the carpet area increases more than three percent of the carpet area of the Shop, the Allottee shall have an option to change the shop from available inventory in the project.
- 1.10 The allottee undertakes that if any additional charges, levies, rates, taxes, demands etc. including service tax, GST/Works Contract Tax, Metro Cess, Development charges (for the provision of peripheral and/or external services or for any other reason), Elevated road charges, City forest charges etc. attributable to the said Shop/Said Project are levied in future retrospectively or otherwise, then they shall be treated as unpaid consideration of Said Shop and the allottee is liable to pay the same or the proportionate share as the case may at that point of time. The allottee directly or through their nominated Maintenance agency, at their sole discretion may collect this amount in advance to pay the charge/ or recover the same after paying the same first.
- 1.11 Subject to **para 9.3** the Promoter agrees and acknowledges, the Allottee shall have the right to the Shop as

mentioned below:

- (i) The Allottee shall have exclusive ownership rights of the Shop;
- (ii) Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the occupancy/ completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Shop includes recovery of price of proportionate share of land, construction of not only the Shop with electrical wiring, paint, shutters but also the Common Areas, internal development charges, external development charges, taxes, lifts, escalators, water line, plumbing, fire detection and fire-fighting equipments in the common areas, maintenance charges as per **para 11** etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Shop and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Shop with prior written permission of the promoter for his/her/their safety on site.

1.12 It is made clear by the Promoter and the Allottee agrees that the Shop as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.

1.13 The Promoter has taken the loan from DMI Finance Pvt. Ltd. and has created a charge on the project. The promoter is free to switch over the charge to any other financial institution/Bank. However, such charge on the retail shop of the Allottee shall get vacated prior to registering the conveyance deed in its favor. The Promoter agrees to pay all outgoing before transferring the physical possession of the Shop to the Allottees, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which all are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Shop to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.14 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as booking amount towards the Total Sale Price of the Shop at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Shop as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan/Demand Letter through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "KW Homes Pvt. Ltd." payable at "\_\_\_\_\_".

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

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

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of 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 application/allotment of the said Shop applied for herein in any way and the Promoter shall be issuing the payment receipts in favor 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 of the allottee against the Shop, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital email to the allottee and allottee shall make the payment of such due amount to the promoter within 30 days. The allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with GST etc. without any delay.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as declared in RERA and hand over the common areas to the association of allottees or the competent authority, as the case may be.

The Allottee agrees and bounds himself to abide by the time schedule for payment of the Total Sale Price as per the Payment Plan and/or the demands raised by the Promoter from time to time, failing which the Allottee shall be held to be in default of this Agreement.

**6. CONSTRUCTION OF THE PROJECT/SHOP:**

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

**7. POSSESSION OF THE SHOP:**

- 7.1 **Schedule for possession of the said Shop** - The Promoter agrees and understands that timely delivery of possession of the Shop to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Shop along with ready and complete common areas with all specifications, amenities and facilities of the project in place till **30/06/2020** subject to timely payment of the Total Sale Price as well as increment of any charges under the agreement to be paid by the Allottee. However, any time loss, occasioned by the complete stoppage or slow down, of the development activity, due to force majeure condition of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, act of God, any restriction /restraint put by any competent authority and/or courts of law, time taken by any competent authority in granting, any necessary or required permission including grant of completion and occupation certificates, lack or non availability of construction material, water supply, electric supply, or due to any situation/circumstances beyond the control of the promoter and which is not created by the promoter by its own willful neglect and default, shall be added to the above mentioned date of possession and the default period shall be calculated from the extended date of possession. It is specifically made clear that if the aforesaid time period is extended because of any of the aforesaid reasons, no claim by way of damages/ compensation, as provided herein or otherwise, shall lie against the Promoter for such extended period and such extended period shall be excluded while computing the period of delay, if any, in offering possession of the Shop/ Unit. If the Force Majeure conditions are 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 (after deduction of taxes and other (non-refundable) outgoing charges already paid by the Promoter to the concerned authorities/third parties and the penalty charges, if any paid by the Allottee on account of his default under this Agreement) within 45 days from the date of intimation to the allottee. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the promoter, the Allottee agrees that he/she/they shall have no rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **Procedure for taking Possession-** The Promoter, upon obtaining the occupancy/part/full completion certificate (as applicable) from the competent authority shall offer in writing the possession of the Shop within two months from the

date of issue of occupancy/part/full certificate and a "Fit-out Period" of 3 months shall be given to the allottee which will commence from the date of offer for possession. The Allottee shall take the possession within 3 months after complying with the requisite formalities viz. obtaining NOC from the Accounts Department of the Promoter etc. so as to get the sale deed registered. The installation of shutter/ door, etc. will also be done during said "Fit-out period" only. 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 promoter shall hand over the copy of occupancy/completion certificate of the project, as the case may be, to the allottee at the time of conveyance of the shop. The Allottee, after taking possession, agree(s) to pay the maintenance charges @ Rs. 25 per Sq. Ft. Per Month or actual which ever is higher or as determined by the association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy/part/full completion certificate photocopy to the allottee at the time of conveyance of the shop.

- 7.3 **Failure of Allottee to take Possession of Shop** - Upon receiving a written intimation from the Promoter the Allottee shall take possession of the Shop 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 Shop to the allottee. In case the Allottee fails to take possession within given "Fit-out Period", holding charges at the rate of Rs. 50 per sq. feet per month will be charged by the promoter for the delayed period which shall start from the expiry of the fit out date to the execution of the conveyance deed and allottee shall also continue to be liable to pay maintenance charges and Main and DG electricity meter load rent etc. and/ or any other charges as specified by promoter.
- 7.4 **Possession by the Allottee** – After obtaining the completion certificate and handing over physical possession of the Shop 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 Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation 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 is herein entitled to forfeit the booking amount paid by the allottee for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of the money paid by the allottee within 45 days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on reallotment of the shop or at the end of 2 years from the date of cancellation/withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said shop and also display this information on the official website of UP RERA on the date of re-allotment.
- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event and if the promoter fails to complete or is unable to give possession of the Shop (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of their registration under the Act; or for any other reason; the Promoter shall intimate the same to the allottee and therefore he shall be liable, on demand to the allottee, 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 Shop, with interest at rates prescribed in the rules within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at rates prescribed in the rules for every month of delay, till the handing over of the possession of the Shop, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter 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) Presently the project is encumbered with M/s DMI Finance Ltd., detail whereof is available with the Ministry of Corporate Affairs (MCA21). NOC for transfer shall be obtained by the promoter before execution of the conveyance deed to the allottee. Liabilities in this regard shall be subject to para 1.14 of this agreement.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Shop;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Shop 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 Shop and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Shop which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Shop to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Shop to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Shop or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **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 Shop to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Shop shall be in a habitable/usable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupancy certificate/ completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Non- defaulting Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Shop, along with interest at rates prescribed in the rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest prescribed in the Rules, for every month of delay till the handing over of the possession of the Shop, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments as per payment plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest at rates prescribed in the rules to the promoter on the unpaid amount;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2



consecutive months after notice from the Promoter in this regard, the Promoter may at its sole discretion cancel the allotment of the Shop and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities etc. as aforementioned and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination. In case of registered agreement, the responsibility of the cancellation of the registered agreement shall lie to the Allottee and Allottee shall get it cancelled at its own expense by performing due legal and technical formalities. If the allottee fails to get it cancelled within 15 days from the date of confirmation by the promoter, the promoter shall get it cancelled through legal process and all other legal and allied charges & fees shall be borne by allottee. The balance amount shall be returned by the promoter to the allottee within 45 days of cancellation/termination.

#### **10. CONVEYANCE OF THE SAID SHOP:**

The Promoter, on receipt of Total Sale Price along with other charges, taxes, development charges as stated in the agreement from the Allottee, shall execute a conveyance deed and convey the title of the Shop together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period as stated by the promoter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/their favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee. It is further made clear by the Promoter and the Allottee(s) agrees that holding charges at the rate of Rs. 50 per sq. feet per month will be charged by the promoter for the delayed period which shall start from the end of the fit out period till the execution of the conveyance deed and allottee shall also continue to be liable to pay maintenance charges and electricity meter load rent and/or any other charges as specified by promoter.

#### **11. MAINTENANCE OF THE SAID BUILDING/SHOP/PROJECT:**

- (i) 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 allottees upon the issuance of the occupancy/part/full completion certificate of the project. The cost of such maintenance, for a period of 3 months from date of issuance of completion certificate, has been included in the Total Sale Price of the Shop.
- (ii) The promoter shall be responsible for providing and maintaining the essential services @ Rs 25 per sq. ft./ month on carpet area or actual expenses incurred whichever is higher till handing over of the maintenance of the project to the association of the allottees. The maintenance of the common area of the entire complex shall be undertaken by the promoter or by its duly nominated agency till such time the same is not handed over to the truly representative and duly elected body of the Retail Shop/ Unit owner(s). The promoter or its nominated agency for maintenance, as the case may be, is referred to as Maintenance Agency (Or MA).
- (iii) The allottee shall agree and undertake to enter into a separate Maintenance Agreement, before taking possession with the MA for the purpose of management, administration, preservation, and upkeep the Complex, operation and maintenance of common services therein and also for maintenance repair and replacement of common facilities/equipments. In order to ensure timely payment of the maintenance and other charges to be payable by the allottee to the MA, the allottee at the time of taking possession, shall pay in advance the Maintenance charges for a period of 12 months.
- (iv) The proportionate share of Expenses on account of common area electricity consumption & generator power back up shall be charged extra on Carpet Area on pro rata basis of the retail shops/ units as per actual electricity units and Power Back up units consumed.
- (v) The allottee has/have agreed and fully understood that his/their right to use the common area and facility shall always be subject to the timely payment of maintenance charge provided under the clause and in the default of payment he/she/they shall be deprived of his/her/their right to use such common area and facilities. The M.A can take this measure of disallowing the user of common area and facility irrespective of its right to recover interest @15% per annum on any arrear of maintenance charge, security etc.

#### **12. DEFECT LIABILITY:**

The allottee has the right to visit the project site to assess the extent of development of the project and his Shop and shall also be entitled to examine and inspect the progress of construction work in order to ascertain and satisfy himself/himself as to the quality of the construction material & work. 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 five years by the allottee from the date of handing over possession or the date of obligation of the promoter to give possession to the allottee, whichever is earlier it shall be duty of the Promoter to rectify such defects without further charge, within thirty days provided that the allottee shall not carry out any alteration of whatsoever nature in the said shop or in the fitting therein, in particular it is hereby agreed that the allottee shall not make any

alteration in the structure of the building, any of the fitting, pipe, water supply connections etc. If any of such work is carried out, the defect liability shall automatically become void. The word defect here means only the structural, construction, quality and workmanship defect caused on account of neglect on the part of the promoter and shall not mean defect by normal wear and tear and by negligent use of the shop by the occupant(s), vagaries of nature etc. The allottee shall also get the photography of his/her/their shop before possession and submit one copy to the promoter after all the rectifications are done after the fit out period so as to ascertain the defect liability of the promoter in future. In case photography is not submitted to the promoter, it shall be assumed that there had been no defect in the quality, workmanship and construction and allottee is/are completely satisfied by it after his/her/their due testing and checking of the shop and/or provision of services.

It is however clarified that for the purpose of this Agreement; structural defect shall mean and include actual physical damage/ defects to the designated load-bearing elements of the building or the Shop like faults, breakage or cracks, appearing over time in elements such as load bearing columns, walls, slabs, beams etc. which can affect the strength and stability of the Shop or the Building and shall include any of the followings, namely:

- (a) Defects due to design attributes of reinforced cement concrete (RCC) or structural mild steel (MS) elements of an engineered (structurally designed) building structure,
- (b) Defects due to faulty or bad workmanship of RCC or MS work;
- (c) Defects due to materials used in such RCC or MS work;
- (d) Any outsourced items and material (eg. Tiles, CP fittings, stones etc.) shall be excluded from the defect liability.
- (e) Tolerances in workmanship as prescribed by IS Standards shall be excluded from the defect liability.

**13. RIGHT TO ENTER THE SHOP FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Shop 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:**

The basement, common area and service areas, if any, as located within the project “KW Delhi 6” shall be earmarked for purpose such as parking space and services including but not limited to electric sub station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted usages as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE SHOP:**

- 15(i) Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Shop 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 Shop, 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 Shop and keep the Shop, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable condition and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not being in any way damaged or jeopardized.
- 15(ii) The Allottee undertakes, assures and guarantees that he/she/they would not put any signboard/ 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 Shop or place any 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 Shop.
- 15(iii) 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.
- 15(iv) The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15(v) The promoter may do such variations and modifications in the layouts and design as may be necessary or as it may deem appropriate and fit in the best interest of the project or as permitted by any competent authority.
- 15(vi) The allottee may avail the loan from financial institutions or banks to finance the said shop/commercial unit. However, if a particular institution /Bank refuses to extend financial assistance on any ground, the allottee shall not make any refusal or excuse for non-payment of further installments/dues. In such case para 9.3 shall be applicable.

15(vii) If any misrepresentation/concealment suppression of material facts is found to be made by the allottee, the booking/allotment will be cancelled and booking amount shall be forfeited and the allottee shall be liable for such misrepresentation/suppression of material facts in all respect.

15(viii) The promoter shall have the first lien and charge against the above said shop for all his installments, interest and dues as stated under the agreement.

**16. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Shop with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**17. ADDITIONAL CONSTRUCTIONS:**

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

**18. MORTGAGE OR CHARGE OVER THE SAID SHOP**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Shop. Such charge, if created on the shop shall be get vacated by the promoter before executing the conveyance deed of such shop by providing NOC from the financial institution of whom charge is created.

**19. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the project in its entirety is in accordance with all provisions of the U P Apartment Act 2010, relevant acts, rules, regulations and notifications. The promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30(thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar Ghaziabad as and when intimated by the Promoter. If the Allottee 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 Ghaziabad 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 excluding the booking amount along with interest on delayed payment shall be returned to the Allottee without any interest or compensation whatsoever. The registration of agreement for sale is the primary requirement to have entitlement for the property under terms and conditions of the agreement which have to be fulfilled by the allottee in time and thereafter executing and registering the conveyance deed and taking possession from promoter shall make him/her/them the owner of the shop/unit. Until, the allottee pays the full consideration of Total Sale Price and associated taxes/additional consideration/development charges/taxes/levies as per agreement and interest etc. and takes possession, the property shall rest to the promoter and in no manner shall cause the allottee entitled to get its rights in any manner. It is also clarified that the terms and conditions of this agreement for sale shall be applicable and enforceable to the subsequent allottee of the shop for all intent and purposes.

**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 Shop, as the case may be.

**22. RIGHT TO AMEND:**

This Agreement may only be amended after execution/ registration through written consent of the Parties.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein

and the obligations arising hereunder in respect of the Shop and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Shop, in case of a transfer, as the said obligations go along with the Shop for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in Project, the same shall be the proportion which the carpet area of the Shop bears to the total carpet area of all the Shops 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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Ghaziabad after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Ghaziabad. Hence this Agreement shall be deemed to have been executed at Ghaziabad.

**29. NOTICES:**

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_

\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoter name

\_\_\_\_\_ (Promoter Address)

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

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Shop prior to the execution and registration of this Agreement for Sale for such Shop shall not be construed

to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNINGLAW:**

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

**33. OTHER CLAUSES BETWEEN THE PARTIES:**

- 33(i) Apart from this agreement, both parties are free to come into a separate agreement as per their deal of the shop which shall also be the part and parcel of the agreement however the terms and conditions related to the consideration and obligations thereof or monthly/annually return by the promoter shall be final and binding between the parties without affecting the clauses of this agreement. Other arrangements such as lease agreement, rental agreement, return agreement, buy back agreement etc. shall be done in addition to it as per their mutual understanding or MOU, however in case there is a contradiction between the terms of such arrangements and ATS, the term of ATS shall supersede.
- 33(ii) The allottee undertake not to do any propaganda against the promoter, do any such activity in any manner which may damage the reputation of the promoter or the project KW Delhi 6 or cause damage to the investment made by its buyers in the project. In case allottee is/are found to be engaged in such activity, the booking shall be cancelled and entire amount till date shall be forfeited by the promoter. The Promoter and its other allottee(s) shall have complete right to take legal action against such person or group of people engaged in such activities.
- 33(iii) In the event of breach of any terms and conditions of this Agreement to Sale (ATS) by the allottee, the booking will be cancelled at the sole discretion of the promoter and the booking amount (i.e. 10% of the Total Sale Price of the shop/ unit) together with any interest on delayed/outstanding payments shall stand forfeited. The balance amount shall be refundable to the allottee (on receipt of the written request for refund) without any interest within 120 days from the date of application of refund.
- 33(iv) The usage and utilization of the basement, terraces, roof tops and facade shall be in the exclusive domain of the promoter and any hoardings and like use and application shall be made by the promoter only; the allottee shall have no interest therein in the gains accruing thereby. The promoter may either lease such space or sell it to any person/agency for any purpose. In any kind of arrangements made by the designated person, agency or the promoter, the allottee shall has/have no objection and the promoter shall have the complete right to take its own decision without any interference of the allottee.
- 33(v) The allottee without the written permission of the promoter shall not be entitled to transfer/assign his/her rights. The promoter may accord such permission to such transfer subject to the condition that the administrative charges as prescribed by the promoter which shall not be more than 10% of total sale price and the allottee shall also pay all other pending dues along with delayed interest charges to the promoter prior to such transfer. Any change in the name of the allottee in the allotted shop (including addition/deletion) as registered with the Promoter shall also be deemed as a transfer for the purposes as aforesaid.
- 33(vi) The Promoter has incurred the huge cost to build and maintain the basement parking area which shall be utilized for the parking space as well as common services of the project. The company may sell the parking to the shop owners on individual basis as well as it may either lease all/balance parking space or sell the parking space/coupons to any person/agency to charge parking/maintenance fees from visitors and shop owners so as to maintain and manage the parking space. Such arrangements made by the company or by its appointed agency or any authorized person, the Allottees shall have no objection on management or such arrangements. The company within the ambit of the law shall also have the complete right to take its own decision upon the unsold parking space without any interference of the allottee.

**34. 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 through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties herein above 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.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

Please affix  
photograph and  
sign across the  
photograph

(1) Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

(2) Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

(1) Signature (Authorised Signatory)\_\_\_\_\_

\_\_\_\_\_N

ame\_\_\_\_\_

\_\_\_\_\_A

ddress\_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

At\_\_\_\_\_on\_\_\_\_\_in the presence of:

WITNESSES:

1. Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

2. Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

**SCHEDULE 'A' -** DESCRIPTION OF THE Shop AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE 'B' -** FLOOR PLAN OF THE SHOP

**SCHEDULE 'C' -** PAYMENT PLAN

**SCHEDULE 'D' -** SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SHOP)

**SCHEDULE 'E' -** SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)