

AGREEMENT FOR SALE

M/s RADHA GOBIND PRIVATE LIMITED

CIN: U45200WB2011PTC230480

RERA REGISTRATION NO.: _____

**Corporate Office: 4 Chowringhee Lane, Block-1, 3rd Floor,
Room No-3 "o", Kolkata-700016,
West Bengal.**

**Administrative Office: Khata no-00138, Plot no -1212.
Noor Nagar, Ghaziabad, U.P.**

Tel: [_____]

Email: [CRM@_____]

Website: [www._____]

IMPORTANT INSTRUCTIONS RELATING TO EXECUTION OF THE ALLOTMENT LETTER:

1. Please read the Allotment Letter and all the terms and conditions carefully before signing the same.
2. Please sign along with joint Buyer(s), if any, on all places marked in the Allotment Letter including all annexures.
3. Please paste colour photographs of all the Buyers at the space provided, and sign across the photographs.
4. There would be two copies of this Allotment Letter. Both the signed copies of the Allotment Letter with all the annexures shall be deemed to be its original and each party shall retain one copy each.

DECLARATION FROM THE BUYER(S)

The applicant(s) (referred to as Buyer(s) for the purposes of this Allotment Letter) confirms that he/ she/ it has read and perused the Allotment Letter, containing the detailed terms and conditions and, in addition, the Buyer(s) further confirms to have fully understood the terms and conditions of the Allotment Letter (including the commercial terms and Developer's limitations) and the Buyer(s) is agreeable to allotment of the Unit (defined hereinafter) and to perform its obligations as per the terms and conditions stipulated in the Allotment Letter.

This Allotment Letter sets forth, in detail, the terms and conditions of allotment of a unit. The Buyer(s) agrees and confirms to sign this Allotment Letter in entirety and to abide by the terms and conditions of this Allotment Letter. This Allotment Letter supersedes all previous understanding and documents discussed or executed by the Buyer with any other entity with regard to the Project and/or the unit being purchased by the Buyer. This Allotment Letter shall henceforth form the entire understanding of the Parties herein with regard to the unit purchased by the Buyer.

The Buyer(s) shall execute two (2) copies of this Allotment Letter for the unit to be purchased.

This Allotment Letter shall be binding on the Developer. The Developer reserves the right to request information as it may so desire concerning the Buyer(s).

The Buyer(s) confirms to have read and understood the above instructions and the clauses of this Allotment Letter, its annexures, etc., and the Buyer(s) now executes this Allotment Letter and undertake to faithfully abide by all the terms and conditions of this Allotment Letter.

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, Year _____

By and Between

M/s. Radha Govind Private Limited (CIN No. _____) (PAN _____), a company incorporated under the provisions of the Companies Act [1956 or 2013, as the case may be], having its Corporate Office & Correspondence Address at _____, represented by its authorized signatory Mr. _____ S/o Mr. _____ (Voter Card No. _____), authorized vide board resolution dated _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

If the Allottee(s) is/are an Individual]

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

And Co-allottee

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

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a Company]

_____, (CIN No. _____) 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, Mr. _____ S/o Mr. _____, (Aadhar No. _____), duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

(If the Allottee is a Partnership firm]

_____ a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____ (PAN _____), represented by its authorized partner _____, (Aadhar No. _____)

Developer

Allottee(s)

_____) authorized vide Authority Letter dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/ Permanent address at _____

PAN(_____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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) **"Authority"** means Uttar Pradesh Real Estate Regulatory Authority.
- (c) **"Government"** means the Government of Uttar Pradesh.
- (d) **"NCLT"** means National Company Law Tribunal, New Delhi
- (e) **"Promoter"** means M/s Radha Govind Pvt Ltd, ("Developer") having its registered office at _____ and Corporate Office & Correspondence Address: _____, is developing a group housing complex by the name of "RADHA GOVIND".
- (f) **"Project"** means and comprising of various Commercial space situated in Hotel, Commercial spaces/Shop and Studio Apartments i.e. also as RADHA GOVIND", situated at Khasra No 1210,1211,1212 at Raj Nagar Extension (Village Noor Nagar) Distt. Ghaziabad UP.
- (g) **"Rules"** means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 and any amendments thereof, from time to time.
- (h) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 by the Government.
- (i) **"Section"** means a section of the Act.
- (j) **"Specifications of the Commercial space"** means specifications as per Schedule D attached herewith.

WHEREAS:

Developer

Allottee(s)

- A. The Promoter is the absolute and lawful right develop the project. For this the Land Registered in Ghaziabad commencing from _____, vide a lease deed dated _____, registered with the office of the Sub- Registrar in Book No. 1, Volume No. _____ at Page No.1 to __ as Document No. _____.
- B. The Said Land is earmarked for the purpose of building a Commercial Project, comprising Hotel, Commercial spaces/Shop and Studio Apartments and the said project shall be known as “RADHA GOVIND”, situated at Khasra No 1210,1211,1212 at Raj Nagar Extension (Village Noor Nagar) Distt. Ghaziabad UP.” (“Project”) being part of total real estate development;
- 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 constructed have been completed;
- D. The Ghaziabad Development Authority (GDA) has granted the sanction to develop the total real estate development including the Project vide its approval letter dated_____ bearing No. _____.
- E. The Promoter has obtained the layout plan, sanctioned plan, and all necessary approvals for the Project and also for the Commercial space, from the Ghaziabad Development Authority. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow, Uttar Pradesh under Registration No. _____;
- G. The Allottee had applied for an Commercial space in the Project vide application dated _____ and has been allotted **Commercial unit No.** _____ having carpet area of _____ Square Meters (_____ Square Feet), and **total area** _____**sq. mtr./**_____ **sq. ft.** of, Type _____, on _____ **floor** in _____ “Project Name” _____(or “Building Name” if any) in Radha Govind admeasuring N.A. Square Meters (N.A. Square Feet N.A.,) as permissible under the Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and Deed of Declaration submitted before the concerned authority (hereinafter referred to as the “Shop/Commercial unit”) and the description of the project Plan are annexed hereto and marked as Schedule A;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. That the Commercial unit shall be sold as an independent Commercial unit with undivided interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Commercial space Act, 2010. 9 (N.A)
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules; regulations, notifications, etc. applicable to the Project;
- 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 hereinafter;
- 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 Commercial space and the Garage/Covered Parking (if applicable) as specified in Para H.

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:

Developer

Allottee(s)

1. TERMS:

1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Commercial space as specified in Para G in accordance with the Payment Plan Annexed herewith as Schedule C.

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

1.2 TOTAL PRICE:

The Total Price for the Commercial space/Studio based on the Carpet Area is

Rs. _____ (Rupees _____ Only) ("Total Price") as per the following description:

Block/Building/Tower No._____, Commercial space No._____, Type _____ Floor _____,

Total Area _____ Sq feet,

Built Up Area 1052.252 Sq Mtr, Carpet Area _____Sq Mtr.

(*1 Sq. meter = 10.764 Sq. Feet)

Price for Garage/Covered for ___ parking (Rs.): _____

Price for additional Garage/Covered ___parking (Rs.): _____

Total Price (In Rs.): _____

Explanation:

- i. That the Total Price above includes the booking amount paid by the Allottee to the Developer towards the Commercial space / Unit;
- ii. That the Total Price above not include Taxes (consisting of taxpaid or payable by the Developer by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Commercial space / Unit to the Allottee and the Project to the Association of Allottee/s or the Competent Authority, as the case may be, after obtaining the completion certificate.
- iii. The GST above has been charged as per the current tariff however the GST on future payments shall be charged as per the prevailing tariff at the time of payments.
- iv. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Developer shall be increased/ reduced based on such change/modification.
- v. The Total Price of Commercial space / Unit includes recovery of price of land, construction of not only the Commercial space / Unit but also the Common Areas, Internal Development Charges (IDC), External Development Charges (EDC), taxes, cost of providing electric wiring, to the Commercial space / Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Commercial space / Unit and the Project.

Developer

Allottee(s)

- vi. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, As well as, According to the guidelines of Hon'ble NCLT, New Delhi are being developed, so compliance with its instructions is mandatory, which shall include the extension of registration, if any, granted to the Said Project by the Authority and NCLT, as per the Act, the same shall not be charged from the Allottee.
- vii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. However, it is hereby agreed that the Allottee shall adhere to the Payment Plan agreed herein, irrespective of intimation/demand or receipt of such intimation/demand. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- viii. The Total Price does not include Interest Free Maintenance Security Deposits (IFMS) which shall be utilized for the defined purposes of such deposits and the same shall be post adjustment of outstanding dues, if any, payable to Promoter/its Maintenance Agency shall be transferred to RWA. IFMS shall be utilized for payment of maintenance charges, outstanding & payable by the allottee to the Promoter/its Maintenance Agency from time to time.

- 1.3** The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, government, any court or NCLT beyond amount or authority compensation mentioned in resolution plan, from time to time. The land cost considered herein for the purpose of calculating cost of Commercial space includes the consideration paid to farmers and land owners and compensation, if any awarded for such acquisition, however, any award/compensation/etc. and or any increase thereof by any court, authority or otherwise towards the project land subsequent to allotment of land hereof shall constitute as additional land cost and shall be in addition to the total price mentioned above and be recoverable from the allottee in addition to the total price mentioned above. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost/charges/increase/compensation /award imposed by the competent authorities/courts/etc., the Promoter shall enclose the said notification/order/rule/regulation/order to that effect along with the demand letter being issued to the Allottee, which shall only be recoverable along with subsequent payments;

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

- 1.4** The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan")
The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ N.A. per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.5** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Commercial space, without the previous written consent of the Allottee as per the provisions of the Act. That, the Promoter, as per the prevailing sanctions, availed single point electricity connection, however, due to any conversion of electricity system from single point to multi point supply due to direction, rules and regulations of the Government/Court/Act etc., the same shall be carried out by the RWA/AOA/Builder who in turn will recover this cost from the individual residents in proportion to the contracted load allotted to each individual residents.
- 1.6** 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. 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 completion certificate/occupancy certificate (as applicable)* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet areas 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 annual 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 Commercial space, 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 meter/square foot as agreed in Para 1.2 of this Agreement.

1.7 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Commercial space as mentioned below;

(i) The Allottee shall have exclusive ownership of the Commercial space:

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees after duly obtaining the completion certificate, deemed completion or Temporary completion certificate (as applicable), from the competent authority as provided in the Act;

(iii) That the computation of the price of the Commercial space includes recovery of price of land, construction of not only the Commercial space but also the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Commercial space, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as per Para 11 etc.) and includes cost for providing all other facilities, amenities and specifications to be provided within the Commercial space 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 Commercial space, subject to safety measures.

(v) It is made clear by the Promoter and the Allottee agrees that the Commercial space along with NIL Garage/Covered Parking as per clause G shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Said Land 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. That the Promoter has provided parking spaces as required by the sanctions which will be allotted by the Resident Welfare Association (referred herein as RWA).

1.8 The Promoter agrees to pay all outgoings before transferring the physical possession of the Commercial space to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Commercial space to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.9 The Allottee has paid a sum of Rs. _____/- (Rupees _____ Only) as booking amount being part payment towards the Total Price of the Commercial space 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 Commercial space 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 [Schedule C] through A/c Payee Cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of M/s Radha Govind Private Limited payable at Ghaziabad U.P., along with the applicable Taxes thereon; subject to deduction of applicable TDS. As per the Income Tax Act, 1961, if unit value is more than fifty lac, TDS is presently 1% (one per cent) of all amounts to be paid to the “transferor”, that is, in the present case, to the Promoter (in installments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961

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 there under 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 obligation under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of 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 Commercial space applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration/re-updating of the Project with the Authority and this time schedule shall be as per the order-decision of the Hon'ble NCLT and towards offer for handing over the Commercial space to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C (Payment Plan”).

6. CONSTRUCTION OF THE PROJECT/COMMERCIAL SPACE:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Commercial space and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the UP Urban Planning & Development Act, 1973 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this terms by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE COMMERCIAL SPACE/PLOT:

7.1 Schedule for possession of the said Commercial space. The Promoter agrees and understands that timely delivery of possession of the Commercial space 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 offer hand over of possession of the Commercial space along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on _____, unless there is delay or failure due to war, stay, court orders, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Commercial space.

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

7.2 Procedure for taking Possession –The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority, shall offer in writing the possession of the Commercial space, to the Allottee in terms of this Agreement to be taken within 2 months from the date of issue of completion certificate/occupancy certificate (as applicable):

Provided that, in the absence of Applicable Law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable) only after receipt of all due amounts from the Allottee as per the terms and conditions of this agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the project. The Promoter shall handover the completion certificate/occupancy certificate (as applicable) in respect of the Commercial space, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Commercial space-Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Commercial space 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 Commercial space to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 5/- per month per sq. ft. of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in this agreement.

7.4 Possession by the Allottee - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Commercial space 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 Applicable law:

Provided that, in the absence of any Applicable Law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable).

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty-five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Commercial space or at the end of one year 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 Commercial space and also display this information on the official website of UPRERA 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 has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give offer of possession of the Commercial space (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Commercial space, with interest at the rate prescribed in the UP RERA rules including compensation in the manner as provided under the Act within forty-five days of its becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the rules for every month of delay, till the handing over of the possession of the Commercial space, which shall be paid by the Promoter to the Allottee within forty-five days of it's 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) There is no encumbrance upon the Said Commercial space;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Commercial space;

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Commercial space 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 Law in relation to the Project, said Land, Building and Commercial space 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 Commercial space which shall, 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 Commercial space 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 Commercial space to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and offer of possession of Commercial space or the building, as the case may be along with common Areas (equipped with all the specifications, amenities and facilities) has been given 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) 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, a 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 Commercial space, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the rules within forty-five days of receiving the termination notice;

Provided that where an allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the rules, for every month of delay till the handing over of the possession of the Commercial space, which shall be paid by the Promoter to the Allottee within forty-five days of its 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 for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the rules. The promoter must not be in default to take this benefit;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3(three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Commercial space in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit;
- Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID COMMERCIAL SPACE:

The Promoter on receipt of Total Price of the Commercial space as per Para 1.2 and any other charges/dues under the Agreement from the Allottee, shall execute a Sale Deed/Conveyance Deed and convey the title of the Commercial space together with proportionate indivisible share in the Common Area within 3 months from the date of issuance of the completion certificate/occupancy certificate, as the case may be, to the Allottee:

Provided that, in the absence of applicable Law, the Sale Deed/Conveyance Deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate/occupancy certificate, as applicable. However, in case the allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Sale Deed/Conveyance Deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/COMMERCIAL SPACE/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the Total Price of the Commercial space.

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

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligation of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (Five) years by the Allottee from the date of handing over possession or the date of obligation of the Promoter to give 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE COMMERCIAL SPACE 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 Commercial space 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:

Services Area, if any, as located within project/premises/Commercial space, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

15. GENERAL COMPLIANCES WITH RESPECT TO THE COMMERCIAL SPACE:

15.1 Subject to Para 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Commercial space 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 Commercial space, or the staircases, lifts, common passages, corridors, circulation areas 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 Commercial space and keep the Commercial space, 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 further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material etc. on the face/façade of the building or anywhere on the exterior of the Project, building 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 Commercial space or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Commercial space.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The parties are entering into this Agreement for the allotment of an Commercial space 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, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this agreement he shall not mortgage or create a charge on the Commercial space 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 effect the right and interest of the Allottees who has taken or agreed to take such Commercial space.

19. U.P. COMMERCIAL SPACE (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP) ACT, 2010

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P. Commercial space (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoters or the Allottees until, firstly, the Allottees 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 Allottees and secondly, appears for registration of the same before the concerned Sub Registrar-First, Office of Sub Registrar- Gr Noida, Gautam Budh Nagar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this agreement with in 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be refunded to the Allottee 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 Commercial space/building, as the case may be.

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Commercial space and the project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Commercial space, in case of a transfer, as the said obligations go along with the Commercial space for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

24.2 Failure on the part of 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.

Developer

Allottee(s)

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 confirm to Act or the Rules and Regulations made thereunder or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be the proportion which the carpet area of the Commercial space bears to the total carpet area of all the Commercial space 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 Clause no. 20 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-First at Ghaziabad, U.P. Hence this Agreement shall be deemed to have been executed at Ghaziabad, U.P.

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/Speed Post/Courier/Email at their respective addresses specified below:

Name of Allottee: _____
Address of Allottee: _____

Email: _____

Name of Promoter: M/s. Radha Govind Private Limited
Address of Promoter: _____,
Email: _____

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/Speed Post/Courier/Email failing which all communications and letters posted at the above address shall 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 Commercial space or building, as the case may be prior to the execution and registration of the Agreement for Sale for such Commercial space or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Regulations made there under.

32. GOVERNING LAW:

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

33. DISPUTE 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. OTHER CLAUSES

34.1 That the applicant(s)/allottee(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens the company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.

34.2 That the amenities like Road, Electricity, sewer and water supply will be provided and determined by the Development Authority concerned up to the boundary of the said project. The Company will carry out all the above-mentioned amenities within the boundary of the project i.e., internal development of the project. The delay in providing the above said facility on the part of the Development Authority concerned shall not be considered the delay on part of the Promoter.

34.3 That the allottee& co-allottee (if any) will have equal share in the Commercial space/plot/unit and in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly, in a case where any dispute arises between the allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged. The dispute whatsoever stated above shall not give any effect to that. In above mentioned circumstances the Company will hold the booking/allotment for two months only there after the Company can cancel the said booking/allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction as procedure described above. For the refund the consent of all allottee(s) with respect to the share shall be necessary. Note: It shall be always clear that if availed loan for the Commercial space/plot/unit the dues of the Banks/financial institutions shall be refunded directly in all the cancellation / refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.

34.4 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. The date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in

possession after the said date, any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It shall also be cleared that the completion Certificate in part could also be obtained after depositing the requisite fee and obtaining the NOC's from all the concerned departments. After the expiry of 90 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 issuance of completion certificate shall not be a reason for denial of taking the possession.

34.5 The Electricity Connection shall be provided for the capacity as opted in the application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement. Note: At the time of obtaining Completion, Developer will apply for electrical connection, at that time there can be two scenarios:

(i) Single Point Connection: In this case developer will provide the infrastructure and meter to the allottee(s). The proportionate security deposit with the respective electric authority will be borne by allottee.

(ii) Multi point Connection: In this case developer will provide the infrastructure for electricity in the unit and allottee(s) will apply for electricity connection to Competent Authority/ UPPCL/NPCL. Its meter cost, installation cost will be borne by allottee(s).

34.6 That the power back-up facility will be provided _____KVA, no request for said facility shall be entertained later on if not availed.

34.7 That in case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution, the company has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 10000/- plus Prevailing Taxes as applicable, as administrative charge and shall be payable by the allottee(s).

34.8 The promoter shall give offer of possession of the said Commercial space to the allottee by obtaining OC / CC as per rules and it shall be mandatory to take possession within 2 months of the offer of possession. The allottee shall be responsible to be paid maintenance after 2 months of the offer.

34.9 For maintenance of Commercial space a separate maintenance agency will be appointed by developer and allottee has to sign a separate agreement with developer appointed maintenance agency at the time of possession.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottees: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

Developer

Please Affix Photograph of
First Applicant and Sign
Across the Photograph

Please Affix Photograph of
Co-Applicant and Sign
Across the Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Signature (Authorized Signatory) _____

Name M/s. Radha Govind Private Limited

Address: _____ At Ghaziabad on _____ in the presence of:

WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

*Or such other certificate by whatever name called issued by the competent Authority.

SCHEDULE "A"- PLEASE INSERT DESCRIPTION OF THE COMMERCIAL SPACE

SCHEDULE "B"- FLOOR PLAN OF THE COMMERCIAL SPACE

SCHEDULE "C"- PAYMENT PLAN

SCHEDULE "D"- SPECIFICATION, AMENITIES, FACILITIES (WHICH ARE PART
OF THE COMMERCIAL SPACE)

SCHEDULE "E"- SPECIFICATION, AMENITIES, FACILITIES (WHICH ARE PART
OF THE PROJECT)

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

SCHEDULE "A": DESCRIPTION and SCHEDULE "B": FLOOR PLAN OF THE COMMERCIAL SPACE

Developer

Allottee(s)

Construction Link Plan – 2

At the time of Booking	10% of Total Sale Price.
Within 45 days of Booking	20% of Total Sale Price
	10% of Total Sale Price
	10% of Total Sale Price
	10% of Total Sale Price
	10% of Total Sale Price
	10% of Total Sale Price
	10% of Total Sale Price
At the time of Possession	10% of Total Sale Price

- i. IFMS @ Rs 20/- per sq. feet on Total Area & Lease Rent @Rs.80/-per sq. feet on Total Area, extra payable at the time of offer of possession.
- ii. Power backup_____KVA is provided/mandatory and Rs_____, plus applicable taxes/Cess, shall be charged additionally at the time of possession for the same. However, any extra power backup is required by allottee will be provided on chargeable basis, if available with company.
- iii. Advance Maintenance shall be payable at the time of possession by the allottee in advance for next 1 (one) year from the date of completion certificate.
- iv. Advance club usage charges shall be payable at the time of time of possession by the allottee or at the time of start of club operation, whichever is later, in advance for next 1 (one) year.
- v. In addition to the Total Sale Price as mentioned, the Buyer shall also be liable to make payment of the following charges / amount in respect of the said Unit as and when demanded by the concerned authority(ies)/developer:
 - a) Taxes (consisting of tax paid or payable on the Unit by way of VAT, GST, or such other applicable taxes and levies as may be applicable from time to time;
 - b) Amount towards payment of stamp duty and registration of sub-lease deed in favor of the Buyer;
 - c) Service tax and Cess or any other similar Taxes which may be levied, in connection with the construction and development of the Project payable by the Developer) up to the date of the handing over the possession of the Unit, as per the law and as amended by the concerned authorities time to time;
 - d) Any other type of Taxes/Cess as imposed by the statutory / concerned authorities/NCLT on the sale of Unit;
 - e) Charges relating to Electric Meter, Dual Meter Charges and Electric Meter load sanction charges payable at the time of offer of possession.
 - f) Charges related to IGL Connection/pipe gas Charges.
 - g) Legal Charges relating to sub-lease as and when demanded.
 - h) Wi-Fi Charges / Cable T.V. connection Charges, if provided by developer, at the time of offer of possession.
 - i) Any other charges as may be applicable in future in relation to the Unit.

SCHEDULE "D"- SPECIFICATION, AMENITIES, FACILITIES (WHICH ARE PART OF THE COMMERCIAL SPACE)

Note: Any bought out item provided to the allottee with in the Commercial space as per the agreement, as has been purchased from the manufacturing companies therefore the defect liability of such items shall be on back to back basis and would be limited to period as offered by its manufacturer.

SCHEDULE "E"- SPECIFICATION, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

1. Earthquake resistant RCC frame structure as per norms
2. Rain water harvesting
3. Centralized water softener plant
4. Ample covered and open parking spaces
5. Advance fire fighting system at all floors