

S H A L I M A R TM

Shalimar Corp Limited

11th Flr., Titanium, Shalimar Corporate Park,
Vibhuti Khand, Gomti Nagar,
Lucknow - 226010 INDIA
Tel. : 0522 - 4030444
Fax : 0522 - 4030413
CIN : U70100DL1988PLC390006

1	Ward/Pargana	:	Barabanki
2	Mohalla/Village	:	Kewari
3	Detail of Property	:	Unit No.
4	Unit of Measurement	:	Square Meters/Square feet
5	Carpet Area of Unit	:	Mtr.
6	Super Built-up Area	:	Mtr.
7	Location Road	:	Not on any segment road
8	Sale Price of the Unit	:	Rs.
9	Advance Paid	:	Rs.
10	Boundaries	:	EAST: WEST: NORTH: SOUTH:

AGREEMENT FOR SALE

(Without Possession)

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) is executed on this ____ day of _____ 202_

(Sellers)

(Allottee(s))

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BY AND BETWEEN

M/S SHALIMAR CORP LIMITED, a Company registered under the Companies Act, 1956 having its Registered Office at A2/3, F.F., Safdarjung Enclave, South Delhi, Delhi-110029 and its Corporate Office at 11th Floor, Titanium, Shalimar Corporate Park, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.)-226010 (PAN _____), represented by its authorized signatory _ duly authorized vide board resolution dated _____ hereinafter referred to as the "**developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its successor-in-interest, and permitted assigns) of the '**SELLERS**').

AND

Mr.

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

The Sellers and Allottee(s) shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

INTERPRETATIONS / 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) "**Rules**" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- e) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development Act), 2016;

(Sellers)

(Allottee(s))

- f) **"Section"** means a section of the Act.
- g) **"Agreement"** shall mean this Buyer agreement along with all annexure, recitals, schedules, terms and conditions for allotment of the PLOT being executed between Allottee(s) and the Company.
- h) **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including, UP Urban Building Act 1972, UP Municipality Act 1916, Urban Land Ceiling Act 1976, the Uttar Pradesh Municipal Corporation Act, 1959, Uttar Pradesh Building bye laws, U.P. Urban and Development Act, 1973, The U.P. (regulations of building operations) act, 1958, building bye laws, the Uttar Pradesh Said premises (promotion of construction, ownership and Maintenance) Act, 2010, Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Uttar Pradesh, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.
- i) **"Approved Plans"** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said project is to be developed along with any/all variations/amendments/changes to be made by the Sellers as per the applicable laws and provisions of the Act and rules and regulations thereon.
- j) **"Completion Certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan , as approved by the competent authority under the local laws, including the right of completion accruing to the Sellers as per the Section 4(5) of The Uttar Pradesh PLOT Promotion Of Construction, Ownership And Maintenance Act, 2010 as deemed completion.
- k) **"Delay Payment Interest"** means the amount to be paid on account of delay in the payment of any/all charges/installment calculated at the Interest Rate (Specified herein below) and shall include compensation for any loss caused due to delay in payment or any other loss caused to the Promoter.

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- l) **"Government"** means the Government of Uttar Pradesh;
- m) **"Interest Rate"** means the rate equals to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% or such other rate as may be applicable from time to time as per the Act and Rules.
- n) **"Association of Allottees (AOA)"** shall mean and include the Maintenance Society/Resident Welfare Association (RWA)/ Association or anybody, by whatever name called, that may be formed as per requirement of clause (e) of sub section (4) of section 11 of the Act.
- o) **"Maintenance Agency"** shall mean a company, firm, Association or body or such other persons as may be appointed by the Sellers or the Association of Allottee(s) for the purpose of maintenance of the said project.
- p) **"Project"** shall mean and include Sub divided developed PLOTS over _____ Sq. Mtr. land along with all the units, common areas and facilities, limited common areas and facilities, open spaces etc.

AND WHEREAS the name of Sellers is duly mutated in Revenue Records.

AND WHEREAS the layout plan has been duly sanctioned vide Permit no.: Plotted Resi Development/Plotted Housing/_____

AND WHEREAS the scheme so developed by the Sellers and its associates, has been named as **"Shalimar Evara"**.

AND WHEREAS said is duly registered with RERA vide registration No. _____.

AND WHEREAS the Seller has exclusive right of respect of the said property, which is free from all encumbrances whatsoever agreed to sell, the PLOT detailed in the schedule of property to the Allottee(s)

AND WHEREAS 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 developed have been completed.

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AND WHEREAS the layout plan, sanctioned

Promoter has obtained the plan, plot specifications

and all necessary approvals for the Project and also for the PLOT from Lucknow 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. The Promoter is entitled to make such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by authorized Architect and/or Engineer after proper intimation to the Allottee(s).

AND WHEREAS the promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under **registration No.** _____. If any content and/or terms & conditions or its any part is found contrary or inconsistent to any provisions of the Act and/or Rules and Regulations made there under, that content and/or terms & conditions or that part shall be deemed to be repealed and amended to that extent whatsoever is contrary or inconsistent and provisions of the Act and/or Rules and Regulations made thereunder shall prevail to that extent. The exhaustive list of details of the Promoter and Project are available on the website (www.up-rera.in) of the Authority;

The Allottee(s) had applied for an PLOT in the Project vide **application No-** _____ **dated** _____ and has been allotted **PLOT No-** _____ having **area of** _____ **square meters** to be transferred at the time of issuance of conveyance deed, in the location to be finalized by Promoter/RWA on first come first serve basis at the time of issuance of possession letter as permissible under the applicable law of U.P. Real Estate (Regulation & Development) Rules, 2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as the “**PLOT**” more particularly described in **Schedule-A** and the plan of the PLOT is annexed hereto.

AND WHEREAS the Allottee(s) prior to the execution of this deed inspected all the documents and necessary papers regarding the title of the seller in respect of the property hereby to be sold and fully satisfied himself/herself/themselves regarding the
(Sellers) **(Allottee(s))**

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ownership rights of the
right to transfer the said

seller in the said PLOT and
PLOT and Allottee(s) has

also examined the layout plans, etc. and Allottee(s) has no complaint in any respect
with regard to the area of PLOT hereby sold to the Allottee(s)s.

AND WHEREAS the said project “_____” is part and
parcel of _____ and all the common areas and
amenities of it shall be used and enjoyed by the Allottee(s) of the **Shalimar Evara**
project with all the other occupants of the Shalimar Corp Ltd.

AND WHEREAS the said land is earmarked for the purpose of plotted development
of a residential project comprising of plots (herein after referred to as Unit) and the
said project shall be known as “**Shalimar Evara**” (“**Project**”)

AND WHEREAS the parties have gone through all the terms and conditions as set
out in this Agreement and understood the mutual rights and obligations detailed herein.

AND WHEREAS all the approvals and NOCs are obtained and are also examined by
the Allottee(s) to its upmost satisfaction

AND WHEREAS the Parties hereby confirm that they are signing this
Agreement with full knowledge and understanding of all the laws, rules,
regulations, notifications, etc., applicable to the Project

AND WHEREAS 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. However, the
“Allotte(s)” hereby also confirm that he/she/they have seen the relevant documents
pertaining to the said Project and is fully satisfied that the title of the land in said Project
is marketable and the Promoter has the right to develop the said Project on the said
Project Land, to sell the said PLOT to any prospective “Allottee(s)”. The “Allottee(s)”

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have also seen and
plans, specifications of

understood the layout
the said PLOT and the said

Project and are upon getting fully satisfied agrees to purchase the said PLOT.

AND WHEREAS 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(s)” hereby agrees to purchase the developed PLOT.

AND WHEREAS The “Allottee(s)” do hereby agree and declare that if required by the Promoter, the “Allottee(s)” may be required to sign a fresh set of documents which may be specified in the Act, Rules and Regulations as may be notified by state of Uttar Pradesh and it will supersede any agreements made previously w.r.t. said PLOT.

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(s)” and the “Allottee(s)” hereby agrees to purchase the PLOT as specified in **Schedule - A** of this Agreement.
- 1.2 Both the Parties confirm that they have read and understood the provisions of section -14 of the Act.
- 1.3 The **Total price** for the PLOT based on the land area is **Rs. _____/-** (**_____ Only**) as per detailed break-up given in **Schedule-C** of this agreement.

PLOT No.-	BLOCK-_____	Rate of PLOT Rate _____ per sq meter
Type -PLOT		(Rs _____ per square foot)

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Total Price (in rupees)	_____/-
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- (i) The Total Price above includes the 10% of the Sale Consideration (Earnest Money) as booking amount paid by the “Allottee(s)” to the Promoter towards the PLOT;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the PLOT to the “Allottee(s)” and the Project to the Association of “Allottee(s)” or the competent authority, as the case may be, after obtaining the Completion Certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the “Allottee(s)” to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the “Allottee(s)”;

- (iii) The Promoter shall periodically intimate to the “Allottee(s)” through E-Mail/ written Notice by Registered AD, the amount payable as stated in (i) above and the “Allottee(s)” shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the “Allottee(s)” 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;

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(iv) The Total Price of the price of land, (not only the

PLOT includes recovery of PLOT but also) the,

Common areas and Facilities, external development charges, taxes, cost of providing, electrical connectivity to the PLOT, water line and maintenance charges as per para 11 etc. and includes cost for providing all other amenities to be used and enjoyed by the Allottee(s).

(v) The “Allottee(s)” has agreed that out of the amount(s) paid/payable by her/him/them for the said PLOT, the Promoter shall treat 10% of Total Price of the said PLOT as booking amount (earnest Money) to ensure fulfillment of all the terms and conditions as contained in this Agreement by the “Allottee(s)”.

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

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

1.3 The “Allottee(s)” shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.

1.4 All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges etc. which are specifically to be paid with reference to

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this Agreement and any agreement/deed to be

subsequent entered in this respect, do

not form part of the Total Price and shall be paid by the “Allottee(s)” in addition to the Total Price.

- 1.5** The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the “Allottee(s)” by discounting such early payments as decided amicably, for the period by which the respective installment has been preponed. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an “Allottee(s)” by the Promoter.
- 1.6** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and in the specifications in respect of the PLOT without the previous written consent of the “Allottee(s)” as per the provisions of the Act.

Provided that the Promoter may make such additions or alterations in the future development of the project as required within the ambit of the provisions of the Act within permissible limits and the Allottee(s) shall not object to such alterations and additions.

Further, in this respect, the “Allottee(s)” hereby agrees and gives his irrevocable consent for any revision, alterations/modification or additions in the sanctioned plans, layout plans and of the Project as required under Section 14 of the Act and will not raise any dispute/ demand/ claim against the revision, alteration and modification. The Promoter shall intimate the “Allottee(s)” for any aforementioned changes, as required under the Applicable Law.

- 1.7** The Promoter shall confirm to the final PLOT Area that has been allotted to the “Allottee(s)” after the development of the Project is complete. The total price payable for the PLOT Area shall be recalculated upon confirmation by the Promoter. If there is reduction in PLOT Area, then the Promoter shall refund the excess money paid by the “Allottee(s)” within 45 days with annual interest at the rate prescribed in the rules from the date when such an excess amount was paid by the “Allottee(s)”. If there is an

(Sellers)

(Allottee(s))

increase in the PLOT
than 3 (Three) % of the

Area, which is not more
PLOT Area of said PLOT,

allotted to “Allottee(s)”, the Promoter may demand that from the “Allottee(s)” 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/foot as agreed in this Agreement.

1.8 The “Allottee(s)” hereby agrees and understands that except the PLOT as described in the schedule attached hereto, the “Allottee(s)” shall have no ownership claim or right of any nature in respect of any un-allotted PLOT / unit / spaces / areas and that such un-allotted spaces shall remain the exclusive property of the Promoter which it shall be free to deal with in accordance with the Applicable Laws. Convenient shops & Stores etc. built in any part of Shalimar _____ Projects of the are in the nature of the saleable units and therefore shall be the exclusive property of the Promoter and the Promoter shall be free to deal with it.

1.9 Subject to Para 9.5, the Promoter agrees and acknowledges that, the “Allottee(s)” shall have the right to the PLOT as mentioned below:

(i) The “Allottee(s)” shall have exclusive ownership of the PLOT.

(ii) The “Allottee(s)” has the right to visit the Project site to assess the extent of development of the Project and his PLOT. However, during construction period, the Promoter discourages such kind of visit by the “Allottee(s)” and his/her family members due to the risks involved at construction site. If at all the “Allottee(s)” decides to visit the site, he/she shall only do so after intimating the Promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The Promoter shall in no way, be held responsible for any accident/mishap involving the “Allottee(s)” and his accompanying persons while visiting the site. Further, the Promoter strictly prohibits the visit of children at the Project construction site.

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1.10 It is agreed that the part of Shalimar Corp Limited Projects Township Shalimar Evara Project is a Limited Projects Township for the purpose of integration of infrastructure for the benefit of the Allottee(s) it is clarified that Project's facilities and amenities other than declared as independent areas shall be available only for use and enjoyment of the Allottee(s) in the Project. The Allottee(s) understands and agrees that the common facilities, amenities, services like Sewerage Treatment Plant, Underground Water Tank and other facilities within the large real estate project will be made available for use and enjoyment of Allottee(s) jointly with Occupants/Allottee(s) of other phases of the project within the large real estate project and the Allottee(s) agrees to use such common facilities, amenities, services without causing any hindrance/obstruction to Occupants/Allottee(s) of other phases of large real estate project.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the PLOT to the "Allottee(s)", which it has collected from the "Allottee(s)", for the payment of outgoings (including land cost, ground rent, 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 "Allottee(s)"s or any liabilities, mortgage loan and interest thereon before transferring the PLOT to the "Allottee(s)"s, then 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 persons 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.

1.12 The "Allottee(s)" has paid a sum of Rs _____/-(Rupees _____ only) as booking amount being part payment towards the total price of the PLOT at the time of application and the receipt of which the Promoter hereby acknowledges and the "Allottee(s)" hereby agrees to pay the remaining price of the PLOT as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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1.13 Provided that if the “Allottee(s)” delays in payment towards any amount which is payable, he shall be liable to pay interest at the interest rate prescribed in the Rules.

1.14 The obligations of the “Allottee(s)” to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the “Allottee(s)”. However, if the “Allottee(s)” commits default in payment of any two “scheduled payment of the installments”, then in such a case, it shall be in the discretion of the Promoter to cancel the booking and forfeit the earnest money amount as per the terms of this agreement.

2 MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the “Allottee(s)” 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 ‘ _____ PROJECTS Payable at _____ .

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonored for any reason whatsoever, the Promoter may demand for an administrative handling charge of **Rs. 500/-** (plus taxes as applicable)

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The “Allottee(s)”, 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 for 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

(Sellers)

(Allottee(s))

Agreement. Any refund,
provided in terms of the

transfer of security, if
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(s)” understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in regard to matters specified in this clause.

- 3.2** The “Allottee(s)” shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the “Allottee(s)” subsequent to the signing of the Agreement, it shall be the sole responsibility of the “Allottee(s)” 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(s)” and such third party shall not have any right in the application/allotment of the said PLOT applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the “Allottee(s)” only and in case of cancellation by any such “Allottee(s)”, refund in terms of this Agreement shall be made only to “Allottee(s)”.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

It is irrevocably agreed by the “Allottee(s)” that on all amounts received, the Promoter shall be entitled to first adjust / appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance

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amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

towards the taxes, charges, current installment due and

5 TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and as extended by the Authority under the provisions of the Applicable Laws towards handing over the PLOT to the “Allottee(s)” and the Common Areas and Facilities to the Association of “Allottee(s)” or the competent authority, as the case may be.

Similarly, the “Allottee(s)” 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 the Payment Plan and in case the “Allottee(s)” shall not comply with the timely payment of installments and other dues, he shall be treated as “Allottee(s)” in default and terms and conditions of default as mentioned in this Agreement shall apply.

It is irrevocably agreed by the “Allottee(s)” that the Promoter may request for the extension of the Registration/duration of completion of the Project to the Authority. “Allottee(s)” gives his irrevocable consent for application of such extension to be filed by the Promoter in this respect and in that case schedule date for the completion of the Project / handover of the possession of the PLOT as described in **Schedule-C** shall be considered the date as extended by the Authority.

6 DEVELOPMENT OF THE PROJECT/PLOT:

The “Allottee(s)” has seen the proposed layout plans, amenities and facilities in the Project and accepted the payment plan and the amenities 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, 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

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density norms and provisions
Govt. or any other competent

prescribed by the State
authorities and shall not

have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

The “Allottee(s)” irrevocably provides his consent through this Agreement, as required under Section 14 of the Act, in respect to any further alterations/modifications or additions in sanctioned or layout plans or the Common Areas and Facilities within the Project, as approved by the competent authority and not to obstruct and /or raise any objections in future.

The allottee(s) further irrevocably provides his consent that the outer layout of the villa, the outer design and the paint texture and combination shall be the same and uniform for all villa to be constructed by the developer.

7 POSSESSION OF THE PLOT:

7.1 **Schedule for possession of the said PLOT-** The Promoter agrees and understands that timely delivery of possession of the PLOT to the “Allottee(s)” and the Common Areas and Facilities to the Association of “Allottee(s)” or the competent authority, as the case may be, is the essence of the Agreement. If the “Allottee(s)” defaults in paying the relevant amounts as per the Payment Plan along with all the other taxes/charges, he shall not be entitled to enforce the timeline of project completion, besides other actions as per terms herein contained. Therefore, subject to the timely receipt of payment of price and the other amounts from the “Allottee(s)” as per this Agreement, the Promoter assures to hand over possession of the PLOT along with ready and complete Common Areas and Facilities with all specifications, amenities and facilities, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”) or there is a delay due to any reasonable circumstances. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the “Allottee(s)” agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the PLOT.

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Provided that such Force

Majeure conditions are not

of a nature which make it impossible for the contract to be implemented. In such an event the Promoter shall not be liable to pay any penalty/interest/compensation to the “Allottee(s)”. If Project is delayed due to any reasonable circumstances in the opinion of the Promoter, then the “Allottee(s)” agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the PLOT as may be granted by the Authority and no penalty/interest/compensation for such delayed period shall be paid by the Promoter.

The “Allottee(s)” 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(s)” the entire amount received by the Promoter, after deducting the taxes paid by the Promoter on behalf of “Allottee(s)” (if any), from the date of allotment within 120 days. The Promoter shall intimate the “Allottee(s)” about such termination at least thirty days prior to such termination. After refund of the money paid by the “Allottee(s)”, the “Allottee(s)” agrees that he/she/they shall not have any right, 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 Allottee(s).

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the Completion Certificate/Occupancy Certificate (as applicable) from the competent authority or after the date of Deemed Completion shall vide “offer letter” offer in writing the possession of the PLOT with demand of all the outstanding dues, Interest (if any) stamp duty, registration charges and documentation charges, other incidental charges, to the

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“Allottee(s)” in terms of
within two months from
Completion Certificate/Occupancy Certificate/Deemed Completion (as applicable).

this Agreement to be taken
the date of issue of

[Provided that, in the absence of Applicable Law, the conveyance deed in favour of the “Allottee(s)” shall be carried out by the Promoter within 3 months from the date of issue of Completion Certificate / Occupancy Certificate/Deemed Completion (as applicable)] subject to fulfillment of the following conditions precedent:

- a) The “Allottee(s)” (s) shall have made timely payments of all sums due in accordance with the Payment Plan; and
- b) The “Allottee(s)” shall have paid all taxes, costs, charges required towards execution of Sale/Conveyance Deed and all other costs and charges required to be paid by the “Allottee(s)” in accordance with the terms of this Agreement and there shall be no outstanding in respect thereof.

The Promoter agrees and undertakes to indemnify the “Allottee(s)” in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The “Allottee(s)”, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of “Allottee(s)” as the case may be, after the issuance of the Completion Certificate/Occupancy Certificate (as applicable)/Deemed Completion for the Project.

In case the Allottee(s) fail to get the sale deed executed within the time period as specified above the Promoter shall have the liberty to approach the Authority/Court for the cancellation of the Allotment/Agreement to Sell

- 7.3 **Failure of “Allottee(s)” to take Possession** – Upon receiving a written intimation from the Promoter as per para 7.2, the “Allottee(s)” shall take possession of the PLOT 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 PLOT to the “Allottee(s)”. In case the “Allottee(s)” fails to take possession within

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the time provided in such “Allottee(s)” shall be

Clause 7.2 above, then liable to pay to the

Promoter holding charges at the rate of _____ per **month per sq. ft.** of the PLOT Area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Clause 7.2 and the “Allottee(s)” shall also be liable to pay interest on the unpaid amount at the Interest Rate till the actual date of possession.

- 7.4 Possession of the PLOT** After obtaining the Completion Certificate/Occupancy Certificate/Deemed Completion (as applicable) and handing over physical possession of the PLOT to the “Allottee(s)”, it shall be the responsibility of the Promoter to hand over the necessary documents, including the Common Areas and Facilities, to the Association of “Allottee(s)” 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 hand over the necessary documents and plans, including Common Areas and Facilities, to the Association of “Allottee(s)” or the competent authority, as the case may be, within thirty days after obtaining the Completion Certificate/Occupancy Certificate or thirty days of Deemed Completion (as applicable).

- 7.5 Cancellation by “Allottee(s)”**– The “Allottee(s)” shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the “Allottee(s)” proposes to cancel/withdraw from the Project without any fault of the Promoter, then the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said PLOT. The Promoter shall refund 50% (Fifty Percent) of the balance amount of money paid by the “Allottee(s)” within 45 (Forty-Five) days of such cancellation/withdrawal and remaining 50% (Fifty Percent) of the balance amount on re-allotment of the PLOT or at the end of one year from the date of cancellation/withdrawal, whichever is earlier. The “Allottee(s)” is also required to pay all other penalties and interest liabilities due as

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on the date of such shall inform the previous re-allotment of the said PLOT& also display this information on official website of UP RERA on the date of re-allotment.

termination. The Promoter “Allottee(s)”, the date of

- 7.6 **Compensation** – The Promoter shall compensate the “Allottee(s)” in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the PLOT (i) in accordance with the terms of this Agreement, duly completed by the date specified in this Agreement; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the “Allottee(s)” in case the “Allottee(s)” wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him excluding all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the PLOT with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

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

Provided that in case of extension of the Project, the extended date of the Project shall be considered as date of completion of the Project / handover of the possession of the PLOT as described in Schedule-C and no interest or compensation shall be given to the “Allottee(s)” for such extended period.

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8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the “Allottee(s)” as follows:

- a. The Promoter has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out the development upon the said land and have absolute, actual, physical and legal possessions of the said land for the Project.
- b. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- c. There are no encumbrances on the said project;
- d. There are no litigations pending before any court of law or Authority with respect to the said land, Project or the PLOT;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and PLOT 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 the Applicable Laws in relation to the Project, said Project Land, and PLOT and Common Areas and Facilities.
- f. 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(s)” created herein, may prejudicially be affected.
- g. The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land, including the Project and the said PLOT which shall, in any manner, affect the rights of the “Allottee(s)” under this Agreement.
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said PLOT to the “Allottee(s)” in the manner contemplated in this Agreement.

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- i. At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the PLOT to the “Allottee(s)” and the Common Areas and Facilities to the Association of the “Allottee(s)” or the competent authority, as the case may be.
- j. The Project Land 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 Project Land.
- k. The Promoter has duly paid and shall continue to pay and discharge all government 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 their competent authorities till the Completion Certificate/Occupancy Certificate (as applicable) has been issued or on the execution of the sale deed which, ever is earlier and possession of the PLOT along with the Common Areas and amenities have been handed over to the “Allottee(s)” and the Association of “Allottee(s)” or the competent authorities as the case may be.
- l. 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 Project Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clauses and delay due to reasonable causes, the Promoter shall be considered under a condition of default, in the following events.

9.2 Promoter fails to provide possession of the PLOT to the “Allottee(s)” within the time period specified in this Agreement or fails to complete the Project within the stipulated time disclosed (including extension) at the time of registration of the Project with the Authority. For the purpose of this clause, ‘possession’ shall mean that the PLOT shall be in a condition which is complete in all respects

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including the specifications, provision of all amenities and facilities, as agreed to between the Parties, and for which Occupation Certificate or Completion Certificate or Deemed Completion, as the case may be, has been issued by the competent authority.

9.3 Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.4 In case of default by the Promoter under the conditions listed above, a non-defaulting "Allottee(s)" is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter.
- (ii) The "Allottee(s)" shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money (after deduction of all such taxes which the Promoter have already deposited with the concerned Government departments) paid by the "Allottee(s)" under any head whatsoever towards the purchase of PLOT, along with interest at the Interest Rate within 45 days of receiving the termination notice.

Provided that where an "Allottee(s)" does not intend to withdraw from the Project or terminate the Agreement he shall be paid, by the Promoter, interest at the Interest Rate, for every month of delay till the handing over of the possession of the PLOT which shall be paid by the Promoter to the "Allottee(s)" within 45 days of it becoming due.

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9.5 The

“Allottee(s)” shall be considered under a

condition of default, on the occurrence of the following events:

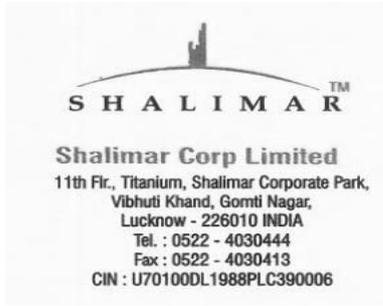
- (i) In case the “Allottee(s)” fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed here to, despite having been issued notice in that regard, the “Allottee(s)” shall be liable to pay interest to the Promoter on the unpaid amount at the Interest Rate. The Promoter must not be in default to take this benefit.
- (ii) In the event of default by the “Allottee(s)” under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, then the Promoter may cancel the allotment of the PLOT in favor of the “Allottee(s)” and refund the money (after deduction of all such taxes which the Promoter have already deposited with the concerned Government departments) paid to him by the “Allottee(s)” 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(s)” about such termination at least 30 days prior to such termination.

- (iii) In case of default by the “Allottee(s)” in execution and registration of conveyance deed of the PLOT within the period mentioned in Offer Letter, the Promoter shall be entitled to charge compensation for such delay. Further, the “Allottee(s)” shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Indian Registration

(Sellers)

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Act, 1908 including any actions taken or

deficiencies / penalties imposed by the competent authority.

- (iv) In case of breach of any other terms and conditions of this Agreement on the part of the “Allottee(s)”;
- (v) In case of violation of any of the Applicable Laws on the part of the “Allottee(s)”.

9.6 That the following General rights and remedies are available to the promoter:

- (i) Upon termination of this Agreement by the Promoter, the “Allottee(s)” shall not have any lien, right, title, interest, or claim in respect of the PLOT. The Promoter shall be entitled to sell the PLOT to any other person or otherwise deal with the PLOT in any manner whatsoever.
- (ii) The rights and remedies of the Promoter under this clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement.
- (iii) Acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.

9.7. Any change in the outer design or layout by the allottee(s) or change in outer colour texture or combination by the allottee(s) will be treated as breach of condition and will provide the promoter a ground for termination of the agreement,

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10. CONVEYANCE OF THE

SAID PLOT:

The Promoter, on receipt of total price of the PLOT as per para 1.3 (including interest on delayed payment and other charges as stated in this Agreement, as applicable) under the Agreement from the “Allottee(s)”, shall execute a conveyance deed and convey the title of the PLOT to the “Allottee(s)” together with proportionate indivisible share in the Common Areas and Facilities to the Association of “Allottee(s)” within 3 months from the date of issuance of the Completion Certificate/ Deemed Completion and the Occupancy Certificate (if any) as the case may be, to the Allottee.

Provided that, in the absence of Applicable Law, the conveyance deed in favor of the “Allottee(s)” shall be carried out by the Promoter within three months from the date of issue of Completion Certificate/Occupancy Certificate/Deemed Completion (as applicable).

However, in case the “Allottee(s)” fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the “Allottee(s)” authorizes the Promoter to withhold registration of the Conveyance Deed in his/her favor and the Promoter may refuse to hand over the possession of Unit to the “Allottee(s)” till payment of stamp duty and registration charges to the Promoter is made by the “Allottee(s)”.

11. MAINTAINANCE OF THE SAID BLOCK/PLOT/ 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 or deemed completion of the project. The cost of such maintenance for 1 (One) year from the date of possession of the unit.

The Association of Allottees shall be formed and registered as per the provisions of the UP Apartment (Promotion of Construction, Ownership and Maintenance)

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Amendment Act
same shall be
conditions have been achieved:

2016, which state that the
made once the following

- When PLOTs have been handed over to the “Allottees by way of sale/transfer, which is necessary to form an association; or
- When 60% of the PLOTs have been handed over to the “Allottees by way of sale, transfer and possession.

The Maintenance Society’s main object shall be to take over from the Promoter, the responsibility of maintenance of the Common Areas and Facilities as mentioned hereunder and/or such other object or purpose and in such manner and to such extent as the Promoter or its nominee may decide from time to time. The “Allottee(s)” agrees and undertakes that he shall abide by and comply with the bye-laws and rules and regulations of such Maintenance Society. After the Promoter hand over the management / maintenance of the Common Areas and Facilities to the Maintenance Society, then it shall be the sole responsibility of the Maintenance Society, to run and maintain the Common Areas and Facilities and to determine from time to time the rate and amount of combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the “Allottee(s)” and from all other parties and the “Allottee(s)” agrees that he shall be liable to pay the said combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the “Allottee(s)” and from all other parties and other dues to the Maintenance Society from time to time regularly.

However, if the Association of “Allottee(s)” is not formed as per the requirements stated above then the Promoter will be entitled to collect from the “Allottee(s)” amount equal to the amount of maintenance as disclosed + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter

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will pay the balance
against the
Association of “Allottee(s)” once it is formed.

amount available with him
maintenance charges to the

IFMS/Maintenance Deposit shall be transferred to the Maintenance Agency or its nominee at the time of handing over the maintenance of Common Areas and Facilities of the Project to the Maintenance Society without any interest. IFMS shall be non-refundable in all respects.

The “Allottee(s)” shall not raise any objection, if any changes or modifications are made in the draft bylaws of the Association of “Allottee(s)” as may be required by the registrar of society or other competent authority.

The “Allottee(s)” agrees that if at any time under any law/order or if the Promoter / maintenance agency / Association of “Allottee(s)” may think necessary to insure the title of the land as a part of the real estate project, development of the real estate project and any other insurance, the premium and other charges towards the same shall be paid by the “Allottee(s)” proportionately as decided by the Promoter.

The “Allottee(s)” agrees that his right to use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges and performance by the “Allottee(s)” of all his obligations in respect of the terms and conditions specified under this Agreement. The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The “Allottee(s)” agrees and undertakes to sign/execute & abide by the terms and conditions of the Maintenance Agreement on Promoter’s Standard Format.

12. RIGHTS OF THE ALLOTTEE(S) TO CONSTRUCT VILLA OVER THE PLOT

The Allottee(s) shall have the right to construct a villa over the said Unit Plot area allotted with following rights: -

- a) Allottee(s) can appoint their own Architect for Designing the Villa or had a leverage to use our

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reference drawings for their

villa.

- b) Allottee(s) have full flexibility for developing the plans as per their need/requirement.
- c) Allottee(s) can construct their house with conventional technology like Brick & R.C.C. or they had full flexibility to use any other technology for construction.
- d) Allottee(s) can have full flexibility to construct internal space of their own choice/requirement.
- e) Allottee(s) will have full Control on Internal colors, fixtures, fittings, tiles, furniture, upholstery etc. in their Villa
- f) Allottee(s) can develop terrace or open space like balcony as per their own choice except front façade elements and color visible from outside
- g) Front or Rear Lawns can be developed as per Allottee (s) choice
- h) Advance Technologies like Building Automation, Building Surveillance System or Building Management System can be opted as per Allottee (s) choice only but Allottee (s) have to keep in view that front Façade should not get mounting of any equipment other than CCTV Cameras.

However, Sanction Drawings for individual PLOT will be approved / forwarded for sanction to Promoters Office. All Fees and Local Authority Expenses will be borne by the PLOT Owner/Allottee(s)

The aforesaid conditions are binding upon the Allottee(s) and if the Allottee(s) breaches any of the conditions as stated above in the construction of the Villa the Sellers shall have the right to cancel the allotment of the Allottee(s) and refund the amount as per the terms of this agreement.

13A That the Allottee(s) shall adhere the aforesaid guidelines and to achieve the same and high innovative design for the Villa to be constructed over the said PLOT, Allottee(s) shall have to adopt the process as devised by the Promoter mentioned in the **Schedule-D** of this Agreement. The Promoter's office will need to meet the designers who are designing the Villa to be constructed to make them understand the design and the materials proposed by the Promoter. However, all Allottee(s)/Owner's design and provisions shall have to be approved by the relevant local Authority prior to the commencement of the construction of the Villa on the said PLOT.

14. USAGE OF SERVICE AREAS:

The service areas, if any, as located within the “_____” shall be earmarked for purposes and services including but not limited to electric substation, transformer,

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Underground water tanks, pump
service rooms, etc. and other

rooms, maintenance and
permitted uses as per

sanctioned plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever and the same shall be reserved for use by the association of Allottee(s) formed by the Allottee(s) for rendering maintenance services.

13. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- a. The Promoter shall not be liable for any liability (legal or others) arising in the event of the “Allottee(s)” relying on the marketing agency or any sale broker, marketing campaign, published material. It is the sole responsibility of the “Allottee(s)” to confirm the information provided to them from the Promoter before relying on the same.
- b. The “Allottee(s)” shall not do or suffer anything to be done in or about the said PLOT which may tend to cause damages to any Common Area/ roads/ passage in the PLOT(s) or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use.
- c. The Allottee(s) undertakes, assures and guarantees that the outer layout, outer design and the outer paint texture and combination shall be the same for all the villa constructed by the developer.
- d. The “Allottee(s)” further undertakes, assures and guarantees that he/she/they will do the construction of the Villa as per the terms of para 12 & 13 of this agreement. Further, the “Allottee(s)” shall not store any hazardous or combustible goods in the PLOT or place any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compounds of the Project and the Promoter/AOA shall be entitled to remove the same without giving any notice to the “Allottee(s)” and to take them in its custody at the cost, risk and responsibility of the “Allottee(s)”. The Promoter/AOA shall have the authority to dispose of the same without any notice or accountability to “Allottee(s)” and no claim of any sort whatsoever shall be made by the “Allottee(s)” against the Promoter in respect of such goods/things.

(Sellers)

(Allottee(s))

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- e. The “Allottee(s)” shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and there after the Association of “Allottees and /or maintenance agency appointed by Association of “Allottees. The “Allottee(s)” shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.
- f. The “Allottee(s)” understands and agrees that the said ownership rights in the PLOT shall be sold to the “Allottee(s)” only for the specified purpose of being used as a residential unit subject to the specific condition that the “Allottee(s)” shall have no right to use the PLOT for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The “Allottee(s)” has further specifically agreed that he shall not himself use or permit any other person to use the unit for the purpose other than that for which the PLOT is being sold to him. In the case of violation of this condition, the Promoter/AOA shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages from the “Allottee(s)” and the right to take such other action or seek such other legal remedy as the Promoter/AOA may decide for restraining the “Allottee(s)” from making a use prohibited by this Agreement.
- g. The “Allottee(s)” shall not use the said PLOT and or the construction done over it for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other units and/or Common Area / Common Parts/ Facility in the Project/Block.
- h. The Allottee(s) shall not do or suffer anything to be done in or about the said PLOT which may tend to cause damage to any Common Areas/ Roads/Streets or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- i. The “Allottee(s)” shall comply with and carryout all the required requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in

(Sellers)

(Allottee(s))

respect of the villa
PLOT, at his own cost and

constructed on the said
keep the Promoter

indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.

- j. The “Allottee(s)” agrees and undertakes that he/she shall join Association of “Allottees as may be formed by the Promoter on behalf of the PLOT holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- k. The “Allottee(s)” agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Association of “Allottees in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the said Project.
- l. The “Allottee(s)” shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the PLOT of the “Allottee(s)” is not separately assessed to such taxes, fees or cess, the same shall be paid by the “Allottee(s)” in proportion to the area of the PLOT and on the constructed area. If the Promoter/AOA has to pay the aforesaid amounts on the behalf of the “Allottee(s)”, the “Allottee(s)” shall be liable to reimburse the same to the Promoter/AOA within 30 days from the date of notice in this regard from the Promoter/AOA, failing which the Promoter/AOA shall be entitled to interest at the Interest Rate for the period commencing on the date on which the Promoter/AOA paid the said amounts to the concerned authorities and ending on the date on which the “Allottee(s)” pays the said amounts to the Promoter/AOA. All taxes charges, cesses, levies etc. shall be payable by the “Allottee(s)” even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said PLOT and such demands shall be treated as unpaid consideration of said PLOT and the Promoter shall have first charge/ lien on said PLOT for recovery of such demands from the “Allottee(s)”.

(Sellers)

(Allottee(s))

- m. The “Allottee(s)” undertakes not to subdivide the said PLOT, agreed to be sold to him / her. The “Allottee(s)” further undertakes that in case it transfers its right and interests in the said PLOT, in favour of any person/promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person / promoter so inducted by the “Allottee(s)” shall also be bound by the terms and conditions of this Agreement.
- n. The “Allottee(s)” understands and agrees that each space of the Project not separately assessed for municipal taxes etc. the “Allottee(s)” shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall be paid by “Allottee(s)” in proportion to the PLOT and constructed area. Such apportionment shall be made by the Promoter/AOA and the same shall be conclusive, final and binding upon the “Allottee(s)” and the “Allottee(s)” shall promptly pay such proportionate amount of tax.
- o. In case the “Allottee(s)” wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the PLOT applied for, the Promoter shall facilitate the process subject to the following:
- i. Any financing agreement between FI/Bank and the “Allottee(s)” shall be entered into by the “Allottee(s)” at its sole cost, expense, liability, risk and consequences.
 - ii. The terms and conditions of financing agency shall exclusively be binding and applicable upon the “Allottee(s)” only.
 - iii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the “Allottee(s)”. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the “Allottee(s)”, failing which, the delay payment charges shall be applicable.
 - iv. In case of default in repayment of dues of the financial institution/agency by the “Allottee(s)”, the “Allottee(s)” authorizes the Promoter to cancel the allotment of the said PLOT and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing

(Sellers)

(Allottee(s))

institution/agency on
from financing agency
the “Allottee(s)”.

receipt of such request
without any reference to

- p. The Allottee(s) shall not use the pavements adjacent to the roads in the project for parking of their vehicles.
- q. The “Allottee(s)” understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.
- r. The “Allottee(s)” is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said PLOT. Further, the “Allottee(s)” has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the “Allottee(s)” shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- s. The “Allottee(s)” expressly agrees that the Promoter shall be solely entitled to claim any / all of the refundable amounts deposited by the Promoter to various competent authorities during the entire course of construction of the Project.

16. Electricity Connection:

- i. That the “Allottee(s)” shall be required to get and maintain separate electric connection for the said PLOT in his own name from Electric Department and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is paid by the Promoter. The “Allottee(s)” shall be entitled to avail and get electric connection from Electric Department only after the aforesaid obligations are complied with and N.O.C. is obtained from Promoter by him.

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- ii. The “Allottee(s)” will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The “Allottee(s)” shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
- iii. Electric charges for the separate meter installed for common facility like, tube well, outer development, gates, control room etc. shall be paid by the “Allottee(s)” in proportion to the area of the Said PLOT as per demand by the Promoter /AOA.

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

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

18. 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. However, the Promoter shall always be entitled to raise such additional construction if the law/development authority allows for the same.

“Allottee(s)” understands, agrees and accepts that he shall not raise any objection, obstruction, hindrance, etc. for such construction and also shall not claim any compensation/ remuneration/ demands, etc. The “Allottee(s)” has no objection and hereby gives his/her/their irrevocable consent for the same.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter execute this Agreement, he shall not mortgage or create a charge on the [PLOT/Project] and if 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 “Allottee(s)” who has taken or agreed to take such PLOT.

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20. BINDING EFFECT:

Forwarding this Agreement to the “Allottee(s)” by the Promoter does not create a binding obligation on the part of the Promoter or the “Allottee(s)” until, firstly, the “Allottee(s)” signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the “Allottee(s)” and secondly, appears for registration of the same before the concerned Sub registrar, Lucknow as and when intimated by the Promoter. If the “Allottee(s)” fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the “Allottee(s)” and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve notice to the “Allottee(s)” for rectifying the default, which if not rectified within 30 days from the date of its receipt by the “Allottee(s)”, application of the “Allottee(s)” shall be treated as cancelled and all sums deposited by the “Allottee(s)” in connection therewith including the booking amount shall be returned to the “Allottee(s)” without any interest or compensation whatsoever but after deducting taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said PLOT and deducting reasonable administrative charges.

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties. Any clause hereof cannot be orally changed, terminated or waived. Any changes or additional clauses must be set forth in writing duly signed by both the Parties which only shall be valid.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON “ALLOTTEE(S)"/ SUBSEQUENT “ALLOTTEE(S)”

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(Allottee(s))

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It is clearly understood and so Parties hereto that all the

agreed by and between the provisions contained

herein and the obligations arising hereunder in respect of PLOT and the Project shall equally be applicable to and enforceable against and by any subsequent "Allottee(s)" of the PLOT in case of a transfer, as the said obligations go along with the PLOT for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement waive the breach by the "Allottee(s)" 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 agreed by the "Allottee(s)" that exercise of discretion by the Promoter in the case of one "Allottee(s)" shall not be construed to be precedent and/or binding on the Promoter to exercise such discretion in the case of other "Allottee(s)".

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

25. SEVERABILITY:

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

That in the event of the death of any of the "Allottee(s)" the legal heirs of the deceased shall have to obtain succession certificate from the court of law for the declaration of the legal heirs of the deceased and as per the orders of the court the sale deed shall be executed and registered.

27. ASSIGNMENT

(Sellers)

(Allottee(s))



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The “Allottee(s)” shall not be his assignee(s) substituted in his

entitled to get the name of place without the prior

approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The “Allottee(s)” assures that the Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the “Allottee(s)” and his assignee(s). The terms and conditions of this Agreement, shall be binding upon the assignee(s) with full force and effect and he shall be liable to make all payments as specified in this Agreement. It is distinctly understood by the “Allottee(s)” that upon such transfer, the “Allottee(s)” shall no more be entitled to any privileges and facilities, if any, available in the said unit arising from the allotment of the said unit. In case the “Allottee(s)” wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing “Allottee(s)” of the unit shall be liable to pay Transfer Fee as applicable (plus GST/ and other applicable taxes) of the unit to the Promoter for each subsequent transfer(s). The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

Further, the “Allottee(s)” shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ assignment and the Promoter shall always be kept indemnified by the “Allottee(s)” against all consequences arising out of such assignment.

Any change in the name of the registered “Allottee(s)” with the Promoter shall be deemed as transfer or assignment for this purpose. Any purported assignment by the “Allottee(s)” in violation of terms of this Agreement shall be a default of the part of the “Allottee(s)” entitling the Promoter to cancel this Agreement.

The “Allottee(s)” and the persons to whom the unit is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act.

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28. **INDEMNIFICATION:** The “Allottee(s)” shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the “Allottee(s)” making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the “Allottee(s)” being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the “Allottee(s)” under the Agreement or due to failure/delay of the “Allottee(s)” to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the “Allottee(s)” without any default/delay on the part of the Promoter and/or (v) due to failure of the “Allottee(s)” to execute and deliver this Agreement to the Promoter within the time prescribed in this Agreement due to failure of the “Allottee(s)” to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the “Allottee(s)”.

After the handover of the possession of the PLOT in case the “Allottee(s)” gets some interior works done and in case any vendor of the “Allottee(s)” causes any harm/ loss/wear and tear/ physical damage to any structure, stairs, lifts, shafts, Common Areas and Facilities, plantation, walls, gates etc. the “Allottee(s)” shall be responsible to indemnify the same.

Further: -

- i) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- ii) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

29. FURTHER ASSURANCES

(Sellers)

(Allottee(s))

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Both the Parties agree that they
and deliver to the other such

shall execute, acknowledge
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.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon the 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(s)" and after the agreement is duly executed by the "Allottee(s)" and the promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the sub-registrar. Hence, this Agreement shall be deemed to have been executed at **Lucknow**.

31. NOTICES

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

Name of "Allottee(s)"

Address

M/s Shalimar Corp Ltd

6th Floor, titanium Shalimar Corporate Park, Vibhuti Khand Gomti Nagar, Lucknow- 226010
(Promoter Address)

It shall be the duty of the "Allottee(s)" 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(s)", as the case may be.

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32. JOINT “ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottees, 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 “Allottee(s)”.

33. SAVINGS:

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

34. 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.

35. DISPUTE RESOLUTIONS:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations, construction 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 Conciliation Committee/ Dispute Resolution Forum/Authority or Adjudicating Officer appointed under the Act or through process of arbitration at the joint option of the Parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and shall be held at an appropriate location in Lucknow.

36. DISCLOSURE

That the “Allottee(s)” has entered into this Agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with

(Sellers)

(Allottee(s))



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several other persons and subject laws, rules, regulation, bye-laws

to all present and future applicable to this area,

including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Uttar Pradesh in this regard and to such other regulations as the Promoter may from time to time promulgate and the "Allottee(s)" has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

37. REMEDIES

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore without prejudice to any other rights and remedies, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto

That this Agreement has been executed in duplicate. One copy has been retained by the Promoter and other copy has been retained by the "Allottee(s)". Both copies shall be considered as original and shall constitute one and the same Agreement. The possession of this Agreement is important akin to document of title. No refund of any kind will be permitted unless the "Allottee(s)"s original copy has been returned to the Promoter.

That all annexure and Schedules annexed with Agreement are integral part of this Agreement.

This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

(Sellers)

(Allottee(s))



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“Allottee(s)”: (including joint

buyers)

(1) Signature _____

Name _____

Address _____

(1) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

(1) Signature (Authorized Signatory) _____

Please affix
photograph and sign
across the photograph

WITNESSES:

(1) Signature _____

Name _____

Address _____

Please affix
photograph and sign
across the photograph

(2) Signature _____

Name _____

Address _____

(Sellers)

(Allottee(s))



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DRAFT FOR RERA REGISTRATION PURPOSES

(Sellers)

(Allottee(s))

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SCHEDULE 'A'

DESCRIPTION OF THE PLOT

ALONG

WITH

BOUNDARIES IN ALL FOUR DIRECTION-

EAST:

WEST:

NORTH:

SOUTH:

DRAFT FOR RERA REGISTRATION PURPOSES

(Sellers)

(Allottee(s))

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SCHEDULE 'B'

SITE PLAN OF THE PLOT

DRAFT FOR RERA REGISTRATION PURPOSES

(Sellers)

(Allottee(s))

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SCHEDULE 'C'

PAYMENT PLAN

PAYMENT PLAN		
MILESTONES	DESCRIPTION	AMOUNT(Rs)
BOOKING AMOUNT	BSP	
WITHIN 30 DAYS OF BOOKING+EDC	EDC	
	BSP	
ON LAYING OF SEWER LINE	BSP	
ON LAYING OF ELECTRIC CABLE IN FRONT OF PLOT	BSP	
ON LAYING OF STORM WATER DRAIN IN FRONT OF PLOT	BSP	
ON LAYING OF MOTORABLE ROAD IN FRONT OF PLOT + PLC	BSP	
	PLC	
ON OFFER OF POSSESSION+100% OF OTHER CHARGES+100% OF EXTRA WORK(IF ANY)	IFMS@Rs. /- P.S.F.	
	CLUB MEMBERSHIP	
	EEC@Rs. /- P.S.F.	
	RECURRING MAINTENANCE CHARGES@1.5*12	
	BSP	
	Total Cost	

Stamp Duty, Registration Charges, Cost towards Individual Electricity Meter, External Electrification, Water & Sewerage, any futuristic increase in External Development Charges & Infrastructure Development Charges, are not included in the price and shall be payable by the Allottee(s) on demand by the Promoter on offer of possession of the said unit or as and when

(Sellers)

(Allottee(s))

S H A L I M A R TM

Shalimar Corp Limited

11th Flr., Titanium, Shalimar Corporate Park,
Vibhuti Khand, Gomti Nagar,
Lucknow - 226010 INDIA
Tel. : 0522 - 4030444
Fax : 0522 - 4030413
CIN : U70100DL1988PLC390006

demanded by concerned
& IDC, other. Govt. Levy,

Competent (in case of EDC
imposition etc.)

*1 sq. mtr. = 1.196 sq. yd. and 1 sq. mtr. = 10.764 sq. ft.

Note:

1. Applicable G.S.T is payable along with each installment.
2. Under the provisions of Section 194(1A) of the Income Tax Act, 1961 if total sale consideration of any property exceeds Rs. 50 Lakhs, then the customer shall have to deduct and deposit TDS @1% against each and every payment to the firm.
3. Payments to be made through Cheque / DD payable at Lucknow, in favor of "M/s Shalimar Corp Ltd

RTGS Detail:

Name: Shalimar Corp Ltd

Bank: _____

A/c No: _____

IFSC: _____

(Sellers)

(Allottee(s))



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DRAFT FOR RERA REGISTRATION PURPOSES

(Sellers)

(Allottee(s))