

**AGREEMENT FOR SALE
(Plot)**

This Agreement for Sale ("**Agreement**") is executed on this Day of 20 ____, at

BY AND BETWEEN

M/s AU Real Estate Services Private Limited, a company incorporated and registered under the provisions of the (Indian) Companies Act, 1956, having its corporate office at 10, New Rajdhani Enclave, Vikas Marg, Delhi 110092 (PAN- AAYCA0592J), acting through its Authorized Signatory, (Aadhaar No.....) who have been duly authorized by the Board of Directors of the Company vide its Board Resolution dated _____ to execute this Arrangement and to do all acts deeds and things incidental thereto (hereinafter referred to as the "Developer / Promoter" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, subsidiaries, nominees, executors and permitted assigns) of **One Part**;

AND

(If the Allottee is a company)

..... (CIN No.....) a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at, (PAN,), represented by its authorized signatory (Aadhar Number.....) 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 successors in interest and permitted assigns).

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

(If the Allottee is an Individual)

1. Mr. /Mrs. (Aadhar No. PAN _____) Son/Daughter of aged about Residing at
2. *Mr. /Mrs. (Aadhar No. PAN _____) Son/Daughter of aged about Residing at , herein after called the

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"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).

**(* to be filled up in case of joint allottee/s)
(If the Allottee is a HUF)**

Mr. / Mrs. (Aadhar No.) Son/Daughter ofaged about For self and as the karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business /residing at PAN....., hereinafter referred to as the "Allottee " (which expression shall unless repugnant to the context or meaning there of 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 Developer/ Promoter and the Allottee(s) shall herein after be collectively referred to as "Parties" and individually as "Party". The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Arrangement so demands.

DEFINITIONS:

For the purpose of this Agreement for Sale/lease, 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;
- (f)"section" means a section of the Act.

WHEREAS:

- A. The Promoter is absolute and lawful owner of Plot No. GH-05, Sector -3, Aditya World City, Ghaziabad, Uttar Pradesh-201002, having a land area admeasuring 12,175.06 Sq. Meter, here-in-after referred to as "Said Land". The said land was purchased by the Promoter from M/s. Agarwal Associates (Promoters) Limited & Others vide Sale Deed dated 21.04.2023 duly registered in Bahi No. 1 Zild No. 20387, Pages 1 to 36 at Sl. No. 3991 on 21.04.2023 in the Office of Sub Registrar Sadar - II, Ghaziabad, Uttar Pradesh. The said Land is situated on land falling under Khasra No. 1941, 1942, 1943, 1944, 1945 and 1946 situated in Village- Shahpur Bamheta, Pargana – Dasna, Tehsil & District – Ghaziabad, Uttar Pradesh, purchased vide registered Sale Deed No.6117 dated 10.07.2006, Sale Deed No. 3175 dated 27.05.2011, Sale Deed No.3789 dated 05.06.2015, Sale Deed No.6187 dated 10.07.2006, Sale Deed No. 4717 dated 25.07.2005, Sale Deed No.4706 dated 23.07.2005 respectively, Khasra No. 1947 purchased vide registered Sale Deed No. 4552 dated 18.07.2005, Sale Deed No. 4588 dated 19.07.2005, Sale Deed No.4583 dated 13.07.2005 and Sale Deed No. 6296 dated 17.07.2006, Khasra No. 1948, 1953 and 1954 situated Village Shahpur Bamheta, Pargana – Dasna, Tehsil & District – Ghaziabad, Uttar Pradesh, purchased vide registered Sale Deed No.3789 dated 05.06.2015, Sale Deed No. 4509 dated 15.07.2005, Sale Deed No.

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3176 dated 27.05.2011 respectively and Khasra no. 2257 and 2258 purchased vide Sale Deed No. 3789 dated 05.06.2015.

- B. The promoter is developing the project on the Said Plot in the name of "Arihant Enclave". The above said plot has been earmarked for the purpose of developing a project comprising of various residential plots as detailed hereinafter;
- C. The Promoter is fully competent to enter into this agreement and all the legal formalities, with respect to the right, title and interest of the promoter regarding the said land on which project is to be develop, have been completed.
- D. The Ghaziabad Development Authority (GDA) had granted the approval of the plotted lay out scheme to M/s Agarwal Associates (Promoters) Limited vide Permit No. Plotted Resi development/Plotted Housing/ 04114/ GDA/LD/22-23/1153/30112022 dated 23.03.2023 under file no. GDA/LD/22-23/1153 in area 12175 Sq. Meters. Comprising of 66 nos. Plots, 8 nos. LIG Units, 8 nos. EWS units, 1 no. Kiosk / booth/platform.
- E. The promoter agrees and undertakes that it shall not make any changes to theses layout plans except in strict compliance with section – 14 of the Act and other laws as applicable. Allottee (s) acknowledges that the layout plan/revised layout plan/building plans of the said project has been approved on dated- 23/03/2023, by Ghaziabad Development Authority (GDA) and it has been made available to Allottee(s)
- F. The Promoter has registered this project "Arihant Enclave" under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on dated _____ under Registration no.._____.
- G. The Allottee had applied for allotment of a plot in the project vide application / registration No dated-and has been allotted plot No.-.....having area of square meters (.....square yards) as permissible under the applicable law and of pro rata share in the common area ("Common Areas") as defined under clause (d) of Rule-2 (hereinafter referred to as the "Plot" more particularly described in 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. 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.
- J. 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;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by

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and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot/unit.

NOW THEREFORE in consideration of the mutual representation, covenants, assurances, promise and agreements contained herein and other good and valuable consideration, the Parties agrees as follows:-

1. TERMS:

- 1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer / Promoter agrees to sell / Lease / Sub-Lease to the Allottee and the Allottee(s) hereby agrees to purchase, the Said Plot as specified in para G.
- 1.1.2 Both the parties confirm that they have read and understood the provisions of section-14 of the Act.
- 1.2 The Total Price / Consideration for the Plot admeasuring square meters (.....square yard) is **Rs...../- (Rupees Only)** ("Total Price") is as per breakup and description given below:-

Plot No..... Area(Sq. yds.) OR Area..... (Sq. mtrs.)	Rate of Plot Rs.....Per square yards OR Rate of Plot Rs.....Per square meter
Total Price (in words)	
Cost of Plots (in Rupees)	
Applicable taxes	
Advance Maintenance charges for one year including applicable taxes	
Total Price (in Rupees)	

Explanation

- (i) The Total Price above includes the application / booking amount paid by the Allottee to the Promoter towards the said plot.
- (ii) The Total Price above includes all taxes (consisting of tax paid or payable by the Developer/ Promoter by way of Goods and Service tax or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer/ Promoter, by whatever name called) up to the date of handing over the possession of the plot to the Allottee and the Project to the association of the Allottees or the competent authority, as the case may be, after obtaining the completion certificate.

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As per present rules taxes such as Goods & Service Tax is not applicable on cost of plot.

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Developer/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 schedule 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.

- (iii) The Developer/Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above as per payment plan as set out in "**Annexure-C**" and the Allottee (s) shall make payment demanded by the Promoter within 15 (fifteen) days from the date of such written intimation. In addition, the Developer/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;
 - (iv) The Total Price of the Plot includes recovery of price of land, construction of the common areas, internal development charges, external development charges, taxes, Cost of providing electrical connectivity to the plot in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the plot and the project but excludes the internal maintenance charges, Township Maintenance Charges (TMC), Electricity Connection charges and Meter charges.
 - (v) In the Total Price of the Plot, Maintenance Charge payable @ Rs. 35/- Per Sq. Yard per month plus applicable taxes are excluded and will be payable extra.
- 1.3 The Total Price is escalation-free, save and except increases, which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or township developer and/or any other increase in charges, which may be levied or imposed by the Competent Authority or the Township Developer from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the Allottee(s) for such increase in the development charges, cost/charges imposed by the Competent Authorities, the Promoter / Developer shall enclose the said notification / order / rule / regulation / circular to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment, as per the payment plan set out in "**Schedule-C**" ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments

payable by the Allottee by discounting such early payments @ 2% 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.

- 1.6 It is agreed that the Developer/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities describe herein at **Schedule – D** and **Schedule – E** described therein in respect of the Residential Plot, without the previous written consent of the Allottee(s); Provided further that the Developer/Promoter may make such minor additions or alterations as may be required, or such minor changes or alterations as per the provisions of the Act / Rules/ Regulations and if deemed necessary by the Architects/Engineers/Professionals engaged for this purposes or if so required /approved by the “Competent Authority” and/or any other Authorities including any regulatory authorities etc., the Promoter / Developer may effect and make suitable alterations in the Layout Plans. Such alterations may include change in the area of the Residential Plot, the numbering plan of Plot/layout and/or the location of the **Residential Plot**, which would stand consented by the Allottee(s). However, all major changes / alterations, either at the instance of the Regulatory Authorities or otherwise, shall be in strict compliance with the rules and regulations applicable.
- 1.7 Clause 1.7 of draft Agreement for Sale prescribed under the Uttar Pradesh Real Estate (Regulation and Development) (Agreement for Sale/Lease) Rule, 2018 is Not Applicable.
- 1.8 Subject to para 9.3 the Developer/Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Plot as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Plot, subject to terms of Conveyance/Sale /Lease Deed/Sub-Lease Deed, as may be applicable;
 - (ii) The Allottee (s) shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer/ Promoter shall convey undivided proportionate title in the Common Areas to the association of Allottees(s) after duly obtaining the completion certificate from the competent authority as provided in the Act,
 - (iii) The computation of the price of the plot includes recovery of price of land, Common Areas, internal development charges, external development charges, cost of providing electrical connectivity, water line and plumbing, drainage and internal road at one point up to the plot, in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project except any undetermined charges. Details as per Annexure-B. However Electricity Connection will be obtained by allottee(s) directly from Promoter/ Promoter’s nominated agency or Govt. agency on payment of applicable

charges for the same.

- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his plot, as the case maybe.

- 1.9 It is made clear by the Developer/ Promoter and the Allottee(s) agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project (being developed in phases) covering the said Land / parcel 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 services and infrastructure (within various parcels) for the benefit of the Allottee(s).
- 1.10 The Developer/ Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, 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 Developer/Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the Developer/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.11 The Allottee(s) has paid registration/booking amount of Rs (Rupees.....) as booking amount being part payment towards the Total Price of the Plot at the time of Application the receipt of which the Developer/Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan **Schedule C** as may be demanded by the Developer/Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer/Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Developer /Promoter, within the stipulated time as mentioned in the Payment Plan "**Schedule C**", through A/c Payee cheque /demand draft or online payment (as applicable) in favour of "**AU Real Estate Services Private Limited Account _____Bank**"

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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 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 Developer/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Developer/Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee(s) shall keep the Developer/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 this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Developer/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the Application/Allotment of the said Residential Plot applied for herein in any way and the Developer/Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

The Developer/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 towards handing over the Plot to the Allottee(s) and the Common Areas to the association of the 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 Developer/Promoter as provided in the Payment Plan (**Schedule C**).

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6. CONSTRUCTION /DEVELOPMENT OF THE PROJECT

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Plot and accepted the Payment Plan, layout plans, amenities and facilities, shown/annexed along with this Agreement, which has been approved/revised/amended by the Competent Authority as represented by the Developer / Promoter. The Developer / Promoter shall develop the Project in accordance with the said layout plans, amenities and facilities. Subject to the terms in this Agreement, the Developer/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, Floor Area Ratio and density norms and provisions prescribed by the Ghaziabad Development Authority and shall not have an option to make any variation/alteration/ modification in such plans, other than in the manner provided under the bye-laws / Act, and breach of this term by the Developer/Promoter shall constitute a material breach of the Agreement, provided that any alteration required in terms of change in the norms of the authority, master plan, bye-laws or under direction of any authority or Government can be made by the developers/promoters [under general/standard consent of the Allottee(s), accorded herein].

7. POSSESSION OF THE PLOT

7.1 Schedule for Possession of the said Plot:

The Developer/Promoter agrees and understands that timely delivery of possession of the Plot 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 Developer/Promoter, based on the approved plans, assures to hand over possession of the Plot along with ready and complete common areas with all amenities and facilities on/or before 22.03.2028, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, Pandemic or any other calamity caused by nature, affecting the regular development of the real estate project ("**Force Majeure**"), or public nuisance or riots or agitations and change in Governmental or Competent Authority's Policy, Directions, Laws (including, any Statute, Ordinance, Rule, Regulation, Judgment, Notification, Order, Decree, Permission, License or Approval), including but not limited to, expropriation or compulsory acquisition by any Government/Competent Authority etc. of any part of the "Said Project" or rights therein. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Developer/Promoter shall be entitled to the extension of time for delivery of possession of the Residential Plot;

Provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this Allotment shall stand terminated and the Developer/Promoter shall refund to the Allottee(s) the entire amount received by the Developer/Promoter from the allotment within 120 days from that date and without interest. The Developer/Promoter shall intimate the Allottee (s) about such

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termination at least 30 days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Developer/Promoter and that the Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession

The Developer/Promoter, upon obtaining the Completion Certificate /Part Completion Certificate (as applicable) from the Competent Authority shall offer in writing the possession of the Plot, to the Allottee(s) in terms of this Agreement to be taken within two months from the date of issue of completion certificate/Part Completion Certificate (as applicable). 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 three months from the date of issue of completion certificate/Part Completion Certificate (as applicable). The Developer/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 Developer/Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Developer/Promoter/Association of Allottee(s), as the case may be after the issuance of Part completion certificate/ completion certificate (as applicable) for the project.. The Developer/Promoter on its behalf shall hand over the possession of the plot to the Allottee(s) at the time of conveyance of the same.

7.3 Failure of Allottee(s) to take Possession of the Plot

Upon receiving a written intimation from the Developer/Promoter as per para 7.2, the Allottee(s) shall take possession of the Plot from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Promoter shall give possession of the Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Clause 7.2, such Allottee(s) shall be liable to pay to the Promoter holding charges at the rate of Rs. 100/- per month per square yard of plot area for the period beyond three months from the date of offer of possession till such time the plot remains un-built, in addition to maintenance charges as applicable in para 7.2. The interest on outstanding maintenance charges shall be applicable & payable by the allottee.

7.4 Possession by the Allottee(s)

After obtaining the Part Completion /completion certificate (as applicable) and handing over physical possession of the Plot to the Allottee(s), it shall be the responsibility of the Developer/Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the Applicable Law.

7.5 Cancellation by Allottee(s)

The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the Developer/Promoter, the Developer / Promoter herein is entitled to forfeit the booking amount paid for the Allotment. The Developer/Promoter shall return 50% (Fifty Percent) of the balance amount of money paid by the Allottee (s) within 45 (forty five) days of such cancellation / withdrawal and the 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 by the Allottee (s), whichever is earlier. The Developer/ Promoter shall inform the previous allottee (s) the date of re allotment of the said plot and also display this information on the official website of UP RERA on the date of the allotment. Also, when the Allottee(s) fails to make payment of three installments, the booking may be deemed to be cancelled by the Developer/Promoter however the Developer/Promoter shall give written notice before effectuating such cancellation.

7.6 Compensation

The Developer/Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force;

Except for occurrence of a Force Majeure event, if the Developer/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 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 Developer/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 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 where if the Allottee(s) does not intend to withdraw from the Project, the Developer/Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Developer/Promoter to the Allottee(s) within forty five days it becoming due.

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

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8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- 8.1 The Developer/Promoter has 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.
- 8.2 The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 8.3 There are no encumbrances upon the said Land or the Project, which may restrict transfer or delivery of possession of the Residential Plot to the Allottee(s), save and except as mentioned in the Memorandum of Understanding and development agreement executed between the developer/promoter and the Competent Authority as already declared under the provisions of the Act;
- 8.4 There are no litigations pending before any Court of law with respect to the said Land, Project or the Plot.
- 8.5 All approvals, licenses and permits issued / renewed by the competent authorities with respect to the Project, said Land and Plot are/shall remain valid and subsisting and have been obtained by following due process of law. Further, the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Residential Plot and Common Areas;
- 8.6 The Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- 8.7 The Developer/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 part of the Land, including the Project and the said Residential Plot, which will, in any manner, not affect the rights of Allottee(s) under this Agreement;
- 8.8 The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner what so ever from selling the said Residential Plot to the Allottee(s) in the manner contemplated in this Agreement;
- 8.9 At the time of execution of the Conveyance/Sale deed the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s) and the Common Areas to the association of the Allottee(s) or the competent authority, as the case maybe.

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- 8.10 The Schedule property is not the subject matter of any Hindu Undivided Family (HUF) and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land;
- 8.11 The Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the part completion certificate/completion certificate (as applicable) has been issued and possession of plot along with common areas has been handed over to the Allottee (s) and association of Allottees or the competent authority, as the case may be.
- 8.12 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) affecting as such the rights of the Allottee(s) in respect of his /her /their Residential Plot has been received by or served upon the Developer/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 Developer/Promoter shall be considered under a condition of Default, in the following events:
- (i) Developer/Promoter fails to provide ready to move in possession of the Plot to the Allottee within the time frame specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority, subject to any force-majeure event.
 - (ii) Discontinuance of the Developer/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.
- 9.2 In case of Default by Developer/Promoter under the conditions listed above, Allottee(s) is entitled to the following:
- (i) Stop making further payments to Developer/Promoter as demanded by the Developer/Promoter. If the Allottee(s) stops making payments, the Developer/Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest, however Allottee(s) shall not have such right if he/they have already defaulted in making payment one or more installment; or
 - (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the

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Developer/ Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot, alongwith interest at the rate equal to MCLR (Marginal Cost of Landing 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:

- (iii) Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer/promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Developer / Promoter to the Allottee within forty five days of it becoming due.

9.3 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 two consecutive demands made by the Developer/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Developer/ Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India, +1% unless provided otherwise under the Rules. The Developer /Promoter must not be in default to take this benefit.
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond three months after notice from the Developer/Promoter in this regard, the Developer/Promoter may cancel the allotment of the Plot and refund the money paid to him by the Allottee(s) by deducting the booking amount and administrative charges @ 5% and the interest liabilities and this Agreement shall there upon stand terminated. The Developer/ 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 PLOT

The Developer/Promoter, on receipt of complete amount of the Total Price of the Plot as per para 1.2 under the Agreement from the Allottee(s), shall execute a Conveyance/Sale Deed and transfer the title of the Plot together with proportionate indivisible share in the common areas within three months from the date of issuance of the completion certificate to the Allottee(s).

[Provided that, in the absence of Applicable Law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of part completion certificate/occupancy certificate (as applicable)]. However, in case the Allottee(s) fails to deposit the

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stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Developer/Promoter to withhold registration of the Conveyance/Sale Deed in his/her favour till full and final settlement of all dues and stamp duty, registration legal expenses and registration charges to the Developer/Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Registration Act as applicable in the State of Uttar Pradesh including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE BUILDING/RESIDENTIAL PLOT/PROJECT

- 11.1 The Developer/Promoter shall be responsible to provide and maintain either itself or through Township Maintenance Agency, essential services in the Project till the taking over of the maintenance of the project by the Association of the Allottee(s) upon the issuance of the part Completion/completion certificate of the project. The cost of such maintenance for one year from the date of part completion certificate/completion certificate (as applicable) has been included in the Total Price of the plot.

However, if the association of Allottee is not formed within one year of part completion certificate the Developer /Promoter will be entitled to collect from the Allottee(s) amount equal to the amount of maintenance disclosed in para 1.2 + 10% in lieu of price escalation for the purpose of maintenance for next one year and so on. The Developer / Promoter will pay the balance amount available with him against the maintenance charge to association of Allottee(s) once it is formed.

- 11.2 The Allottee(s) agrees and undertakes to enter into and execute a separate Maintenance Agreement with the Developer/Promoter/Maintenance Agency and follow the applicable rules mentioned therein, as the case may be (the "Maintenance Agreement") in relation to provision of "Maintenance Services" in the "Said Project" or separately appointed in relation to the said Project and Residential Plot. The "Maintenance Agreement" may *interalia* specify the "Maintenance Services" to be provided in relation to the Residential Plot and the Said Project and the applicable Maintenance Charges" pay able by the Allottee(s) in respect of the same.
- 11.3 Further, the Allottee(s) shall pay the monthly Maintenance Charges to the Developer /Promoter/ Maintenance Agency as the case may be as per bills raised by the Developer/ Promoter /Maintenance Agency. The Allottee(s) shall pay prior to taking over the possession of the Residential Plot Interest-Free Maintenance Security Deposit (IFMSD) equivalent to 24 months Maintenance Charges and to contribute towards a sinking fund/reserve fund (As per annexure B) to be utilized for major repairs, replacement of machinery and/or other equipment used for proving maintenance services in the said Project.
- 11.4 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Residential Plot is ready for possession, the Allottee shall be liable to bear and pay the proportionate share(i.e. in proportion to the plot area) of outgoings in respect of the project land namely local taxes,

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betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land the Society or Private Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of out goings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as may be decided as payable per month towards the out goings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until maintenance of the project is handed over to the society or a Private limited company. The aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Private Limited Company, as the case maybe.

12. DEFECT LIABILITY

It is agreed that in case any defect in provision of services or any other obligations of the Developer/Promoter as per the agreement for sale relating to such development is brought to the notice of the Developer/Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession or date of obligation of Developer / Promoter to given position to the Allottee(s), whichever is earlier. it shall be the duty of the Developer/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer/Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE RESIDENTIAL PLOT FOR REPAIRS

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

14. USAGE

The Allottee hereby agrees to purchase the Plot on the specific understanding that right to the use of Common Areas shall be subject to timely payment of maintenance charges, as determined and thereafter billed by the Developer/Promoter and/or maintenance agency appointed by Developer/Promoter or the association of Allottee(s) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

15. GENERAL COMPLIANCE WITH RESPECT TO THE RESIDENTIAL PLOT

15.1 Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to

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carryout construction on the Plot at his/her own cost, after having obtained the sanctioned building plan from the Competent Authority. The Allottee(s) shall complete the construction within 3 years from the date of execution of the Conveyance/Sale Deed in his/her favour and shall solely be liable for violation of building bye-laws if any brought to the notice by the Competent Authority. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 15.2 The Allottee(s) further undertakes, assures and guarantees that he/she could not put any signboard /nameplate, neon light, publicity material or advertisement material etc on the façade of the building or anywhere on the exterior of the Project, buildings therein or common areas. The Allottee shall also not change the colour scheme of the walls.

Further, no damage or hazards will be caused/created/kept either directly or through any of the Allottee(s)'s agents, servants, employees, licensees, or visitors, during the construction of basement and structure thereof and also after the construction in the Plot in any manner and may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building or neighboring Residential Plot/ buildings, and/or the assets of the other neighbors. All standards of safety, firefighting and insurance etc., notified by the Developer/Promoter and/or any Government Authority will be observed by the Allottee(s).

The Allottee(s) shall obtain on his/her/their own cost all such permissions/ licenses/ approvals from such Competent Authorities. Any violation of this covenant shall be construed as event of default. Any change in the specified use, which is not in consonance with the theme and/or terms and conditions of the "Said Project" or is detrimental to the public interest will be treated as a breach of the terms of the Allotment. Further the Allottee(s) shall not store any hazardous or combustible goods in the Residential Plot or place any heavy material in the common passages.

- 15.3 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allottee(s) agrees and undertakes that the Allottee(s) shall not divide or sub-divide the Residential Plot in any manner, which is at all times required to remain a single Plot.
- 15.5 It is further agreed by the Allottee(s) that Developer shall through its authorized representative be allowed to inspect the construction on the Residential Plot being carried out by the Allottee(s) with a reasonable notice to the Allottee(s) during the subsistence of this agreement and/or Conveyance/Sale Deed.
- 15.6 The Allottee(s) further agrees, acknowledges and undertakes to strictly follow the Building By-Laws and other Rules and regulation as prescribed by Competent Authorities from time to time and in force and Rules made by the Developer/ Promoter. The Allottee(s) further undertakes to

follow the relevant Municipal By-Laws and Rules as may be applicable from time to time over the Residential Plot and to pay all applicable Taxes.

- 15.7 The Allottee(s) further agrees, acknowledges and undertakes that it will follow the plinth level/ set back guidelines as decided by the Developer/Promoter in a manner such that the ramp from the abutting road to his plot will not create any damage to the services, landscape, electrical lighting pole, cables during construction or after. Further it will not create any hindrance for maintenance in future.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The parties are entering into this Agreement for the Allotment of the Plot with the full knowledge of all laws, rules, regulations, notifications, circulars, applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS

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

18. DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer/Promoter executes this Agreement he shall not mortgage or create a charge on the said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Plot.

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

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

20. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub- Registrar - I, Ghaziabad as and when intimated by the Developer/Promoter. If the Allottee(s) fails to execute and deliver to the

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Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/ or appear before the Sub Registrar-If or its registration as and when intimated by the Developer/Promoter, then Developer/Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Alottee, application of the Allottee shall be treated as cancel and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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/building, as the case maybe.

22. RIGHT TO AMEND

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE

- 24.1 The Developer/Promoter may, at its sole option and discretion, without prejudice to its rights asset out in this 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 so agreed by the Allottee(s) that exercise of discretion by the Developer/Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Developer/Promoter to exercise such discretion in the case of other Allottee(s).
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the

Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer/Promoter through its authorized signatory at the Developer/Promoter's Office, or at some other place, which may be mutually agreed between the Developer/Promoter and the Allottee(s) in such situation, after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution of said agreement shall be registered at the office of the Sub Registrar -I, at Ghaziabad. Hence this agreement shall be deemed to have been executed at Developer/Promoter office.

29. NOTICES

All notices to be served on the Allottee(s) and the Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Developer/Promoter by Registered Post/Courier/Speed Post at their respective addresses given in the beginning of this Agreement. Addresses specified below:

.....(Name of Allottee)

.....(Allottee Address)

[ALLOTTEE(S)]

DEVELOPER

M/s AU Real Estate Services Private Limited

(Developer/Promoter name)

10, New Rajdhani Enclave, Vikas Marg,
Delhi 110092

(Developer/Promoter Address)

It shall be the duty of the Allottee(s) and the Developer/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 Developer/Promoter or the Allottee(s), as the case maybe.

30. JOINT ALLOTTEES

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

31. SAVINGS

Any application letter, allotment letter, agreement or any other document signed by the Allottee, in respect of the plot or building, as the case may be, prior to the execution and registration of this agreement for sale/lease for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interest of the Allottee under the Agreement for sale/lease or under the Act or the Rules or the Regulations made their under.

32. GOVERNING LAW

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

1. The Allottee(s) agrees that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Agreement/Application including the interpretation and validity of the terms there of and the respective rights and obligations of the Allottee(s) and the Promoter/Developer, shall be settled amicably through mutual discussion. Upon receiving the written intimation from the Allottee(s) as stated hereinbefore, the Promoter/Developer shall appoint the sole adjudicating officer of the company. The Allottee(s) expressly acknowledges, accepts and agrees that it shall not approach in any other forum without exercising this option. The arbitration proceedings shall be held at Ghaziabad (Uttar Pradesh) only.

Only after this option has failed to resolve the dispute, then the same shall be settled, through the Authority or Adjudicating officer appointed under the Act.

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

<p>SIGNED AND DELIVERED BY THE WITHIN NAMED:-</p> <p>Allottee (including joint buyers)</p> <p>(1) Signature.....</p> <p>Name</p> <p>Address.....</p> <p>(2) Signature.....</p> <p>Name</p> <p>Address.....</p>	<p>Please e-affix photograph and sign across the photograph</p>
<p>SIGNED AND DELIVERED BY THE WITHIN NAMED:-</p> <p>Developer/Promoter</p> <p>Signature (Authorized Signatory).....</p> <p>Name: M/s AU Real Estate Services Private Limited</p> <p>Address:10, New Rajdhani Enclave, Vikas Marg, Delhi 110092.</p>	<p>Please affix photograph and sign across the photograph</p>
<p>At _____ on in the presence of</p> <p>WITNESSES:</p>	
<p>1. Signature.....</p> <p>Name.....</p> <p>Address.....</p>	<p>2. Signature.....</p> <p>Name.....</p> <p>Address.....</p>

[ALLOTTEE(S)]

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SCHEDULE 'A' (Plot Layout Plan)

DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

[ALLOTTEE(S)]

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SCHEDULE 'B'(LAYOUT PLAN OF THE PROJECT)

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SCHEDULE 'C'

[ALLOTTEE(S)]

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SCHEDULE 'D'

FACILITIES (WHICH ARE PART OF THE PLOT)

Sr. No.	LIST OF FACILITIES:
1	SEWER LINE
2	WATER LINE
3	DRAINAGE LINE
4	INTERNAL ROAD

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SCHEDULE 'E'

AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT)

PROJECT: "Arihant Enclave", situated at Plot No. GH –05, Sector – 3, Aditya World City, Village Shahpur Bamhetta, Ghaziabad UP

PROJECT SPECIFICATIONS

SR. No.	DESCRIPTION	DETAILS OF ITEMS
1	Internal Roads	Road width 9.0 meters and 7.5 meters or as per sanctioned layout.
2	Internal Sewer Line	DWC/RCC Hume pipe with Brick manholes with RCC Cover.
3	Water Supply Line	UPVC Schedule 80 pipe.
4	Storm water drain	DWC/RCC Hume pipe with Brick manholes with RCC Cover.
5	Rain Water harvesting	Brick structure with RCC Slab.
6	Landscaping work – (i) Soft scape (ii) Hardscape	As per design provided by consultant.
7	Street Light	6.0 meter Pole height with LED light.
8	Meter & Electricity Connection	To be obtained by allottee(s) from Promoter / Promoter's nominated agency / Govt. agency on payment of applicable charges.
9	STP	To be connected to township STP.
10	Water Supply / Sewer Connection	To be connected to township water supply / sewer.

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