

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

AGREEMENT TO SELL (WITHOUT POSSESSION)

INSTRUMENT IN SHORT

Ward/Pargana	:	Lucknow
Village	:	Ghaila & Alinagar
Details of Property	:	Villa No. __, in the Project known as “GARDEN BAY ASTER EXTENSION 01” .
Standard of measurement	:	Square Metre
Area of Land	:	_____ Sq. Mtr.
Constructed Area	:	_____ Sq. Mtr.
Type of Property	:	VILLA
Consideration	:	_____/ - (Rupees _____ Only)
Advance	:	_____/ -

Stamp duty paid	:	_____-/-
Boundaries	:	
EAST	:	
WEST	:	
NORTH	:	
SOUTH	:	
No of persons in first part (2)		
Details of Sellers/First Party/Developer :		
<p>(1) M/s. Shalimar KSMB Projects, a partnership firm duly formed and registered under Partnership Act, 1932, having its Head Office at '6th Floor, Titanium, Shalimar Corporate Park, Plot No.TC/G-1/1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010' through its Partners (1). Shalimar Corp Limited, having its office at '11th Floor, Shalimar Titanium, Vibhuti Khand, Gomti Nagar, Lucknow' represented through its Authorized Signatory _____ Authorised vide Board Resolution Dated _____ and (2) Mohd Kareem Farooqui vide Letter of Authority authorising _____ Lucknow to sign this Agreement To Sell.</p>		
No of persons in Second part (1)		
Details of Purchaser:-		
Mr. _____ S/o _____ R/O _____		

DRAFT

AGREEMENT TO SELL

(Without possession)

THIS AGREEMENT TO SELL made on this ____ day of ____, 2021 By and between:

- (1) **M/s. Shalimar KSMB Projects**, a partnership firm duly formed and registered under Partnership Act, 1932, having its Head Office at 6th Floor, Titanium, Shalimar Corporate Park, Plot No. TC/G-1/1, Vibhuti Khand, Gomti Nagar, Lucknow-226010 through its Partners Shalimar Corp Limited, having its office at 11th Floor, Shalimar Titanium, Vibhuti Khand, Gomti Nagar, Lucknow represented through its Authorized Signatory (1). Shalimar Corp Limited, having its office at '11th Floor, Shalimar Titanium, Vibhuti Khand, Gomti Nagar, Lucknow' represented through its Authorized Signatory _____ (2) Mohd Kareem Farooqui _____ Lucknow to sign this Agreement To Sell. (hereinafter collectively referred to as the 'Promoter/ **Sellers / Developer**') of the **FIRST PART**.

AND

MR./ MS. _____ (Aadhar No _____ & PAN no _____), son / daughter of _____, residing at _____ 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). being party of the second part;

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

1. INTERPRETATIONS / 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) "**Agreement**" shall mean this agreement to Sell along with all annexures, recitals, schedules, terms and conditions for allotment of the Villa being executed between Allottee(s) and the Company/ Promoter.
- c) "**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.

- d) **"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 promoter as per the applicable laws and provisions of the Act and rules and regulations thereon.
- e) **"Association of Allottee(s) (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.
- f) **"Authority"** means the Uttar Pradesh Real Estate Regulatory Authority.
- g) **"Villa Area"** means the total area of Villa, including the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, the area covered by the internal partition walls of the Villa. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of Villa, meant for the exclusive use of the Allottee(s);
- h) **"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 and specifications, as approved by the competent authority under the local laws.
- i) **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities, equipment and spaces in the Project which are meant for common use and enjoyment of all the occupants of the Project.

Common area shall mean all such parts/areas, as shall be specified by the Promoter as such in the Declaration and/ or constructed within the township named as **"Garden Bay"** and which the Allottee(s) shall use on a shared, non-exclusive basis with the other Allottee(s)/occupants of the Project which shall specifically include those areas particular to the Project. Such areas shall mean and include-

- i. The entire land over which the Project is being developed;
- ii. The parks, play areas, open parking areas and common storage spaces;

- iii. The premises for lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of common Villas service personnel;
 - iv. Installations of central services such as electricity, gas, water and sanitation, air conditioning and incinerating, system for water conservation and renewable energy;
 - v. The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - vi. All other portion of the Project necessary or convenient for its maintenance, safety, etc and in common use.
- j) **"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.
- k) **"Government"** means the Government of Uttar Pradesh;
- l) **"Interest Rate"** means the rate of Interest payable by the Promoter to the Allottee(s) or by the Allottee(s) to the Promoter, as the case may be, which shall be at the rate equal 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.
- m) **"Limited Common Area of the Project"** means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or other transfer of any villa/ plot as reserved for use of certain villa or villa(s) to the exclusion of the other villa(s).
- n) **"Maintenance Agency"** shall mean a company, firm, Association or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said project.
- o) **"Occupancy Certificate"** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any Villa, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- p) **"Plot"** means the specific Plot/ open space without construction thereon intended and/or capable of being independently and exclusively occupied and intended to be used for the residential purpose.
- q) **"Project"** shall mean a residential housing project to be developed/ constructed on the said project land comprising of Villa(s) (G+1) along with Plot land, convenient shops, common areas amenities and facilities, limited common areas, open spaces etc. and there about lying upon the land and collectively named as **"GARDEN BAY ASTER EXTENSION 01"**.
- r) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development Act), 2016;

- s) **"Rules"** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- t) **"Section"** means a section of the Act.
- u) **"Villa"** shall mean a specific Independent Villa (different sizes and types) in Semi-finished condition being constructed/ developed on the Project land duly earmarked and segregated from other Villa(s) by way of external walls, having separate, independent and exclusive existence, capable of being independently and exclusively occupied, meant for residential use only along with exclusive right to use the parking as may be permitted under applicable laws.

2. LAND DESCRIPTION

- 2.1. The First Party(ies) are the owners of land comprising of Khasra No. 2, 3, 4, 5, 6, 7, 12, 13, 14, 23, 24, 25, 27, 31, 32, 87, 88, 89M, 89/1594, 90Ka, 91Ka, 91Kha, 91 Ga, 91Gha, 92, 93, 94M, 95, 96, 97, 108, 110, 111, 114, 115, 115/1553, 116, 117, 119Ka, 119Kha, 120, 121Ka, 122, 123, 124Ka, 178, 181, 182, 183, 184, 189, 191, 192, 193, 194, 195Sa, 195/1546, 197, 200, 201, 202, 203, 204, 206, 207, 209, 212, 213, 214, 215, 216, 217, 219, 222, 231, 234, 235, 236, 239, 240Sa, 239/1525, situated at Village Ghhaila Pargana, Tehsil and District Lucknow and Khasra Nos. 5, 23, 25, 26, 27, 29, 35, 36, 37, 39, 41, 45 and 48 situated at Ali Nagar, Pargana, Tehsil and District Lucknow.
- 2.2. That above named M/s KSM Bashir Mohammad & Sons entered into a Developers Agreement with the M/s Shalimar KSMB Projects vide Agreement dated 31.03.2014 registered in Book No. 1 Jild No. 15144 on Pages 1 to 374 at Sl. No. 5121 in the office of Sub-registrar-II, Lucknow and correction deed dated 30.03.2017 in Bahi No.1, Jild 19490 at Pages 143/154, Serial No. 3136 in the office of Sub-Registrar-II, Lucknow.
- 2.3. That above named S.A. Infrabuild Pvt. Ltd., Mrs. Rehana Farooqi, Mr. Mohammad Zakaria, Mr. Arif Zamir Farooqi, Mr. Khalid Farooqi and Mrs. Shaheen Arif Farooqi contributed their land towards Capital for the Partnership Business of M/s Shalimar KSMB Projects the seller No. 1 on 06.06.2014.
- 2.4. That the scheme so developed by the Sellers and its associates has been named as **"GARDEN BAY ASTER EXTENSION 01"**.
- 3. The said Land is earmarked for the purpose of building a residential project, comprising of Villas and the said project shall be known as **"GARDEN BAY ASTER EXTENSION 01"**. (**"said project"**);

4. 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 project Land on which Project is to be constructed have been completed;
5. The Lucknow Development Authority Lucknow has granted the commencement certificate to develop the project vide Permit No. _____ dated _____
6. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project i.e. the Villa, from the 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).
7. The promoter has registered "**GARDEN BAY ASTER EXTENSION 01**".Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under registration no. _____. The exhaustive list of details of the Promoter and the Project are available on the website (www.up-rera.in) of the Authority;
8. The Allottee(s) had applied for a Villa in the Project vide application No _____, dated _____ and has been allotted Villa No _____ having land area _____ Sq. mtrs. and built up area of _____ square meters, to be allotted at the time of issuance of conveyance deed, in the location to be finalized by promoter on first come first serve basis at the time of issuance of possession letter as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (d) of Rule 2(1) of the U.P. Real Estate (Regulation & Development) Rules, 2016 in deed of declaration submitted before the concerned authority (hereinafter referred to as the "**Villa**"). There are different kinds of Villa(s) conceptualized in the said Project which may not be the same as seen as sample Villa by the Allottee(s). The Promoter represents that the sample Villa is for representational purposes only and is created to give a look and feel of the Villa(s) in the said Project;
9. 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;

10. All the required approvals and NOC's are obtained by the Promoter and are also examined by the Allottee(s) to its utmost satisfaction.
11. 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;
12. 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, Allottee(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 Promoter has the right to develop the said project on the said project land and to sell the said Villa to any prospective Allottee(s). The Allottee(s) has also seen and understood the layout plans, specifications of the said Villa and the said project and agrees to purchase the said villa.
13. 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 Villa/Unit No._____.
14. 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 Real Estate (Regulation and Development) Act, 2016, Rules and Regulations as may be notified by state of Uttar Pradesh and it will supersede any Agreements made previously w.r.t. said Villa.

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 Villa as specified in **Para 8 above** and 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 sale price for the Villa based on the area of the land ____ Sq.Mtrs is Rs. ____ (Rupees ____) plus GST and on the buildup area ____ Sq. Mtr an amount of Rs. ____ (Rupees ____), plus GST and other applicable taxes, the Total Price is Rs ____ (Rupees ____) as per detailed break-up given in **Schedule-C** of this agreement.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Villa.
- (ii) The Total Price above exclude Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be
- (iii) 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 Villa 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);

- (iv) The Promoter shall periodically intimate to the Allottee(s), through E-Mail/ written Notice by Registered AD, the amount payable as per the payment plan(Schedule-C) 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;
- (v) The Total Price of the Villa includes recovery of price of land, construction of (not only the Villa but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the villa, water line and plumbing, finishing with paint, marbles, tiles doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges

as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Villa and the Project.

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

1.4. 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).

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

1.6. All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be 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.

1.7. 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.

- 1.8. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Villa without the previous written consent of the Allottee(s) as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act within permissible limits.

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 specifications 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 Applicable Law.

- 1.9. The Promoter shall confirm to the final area of the Villa that has been allotted to the Allottee(s) after the construction of the Villa is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority by finishing details of the changes if any in the area. The total price payable for the Villa area shall be recalculated upon confirmation by the promoter. If there is reduction in area of the Villa, 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 a increase in the area, which is not more than 3 (Three) % of Villa area of the said Villa, allotted to 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.

- 1.10. The Allottee(s) hereby agrees and understands that except the Villa which does not contains any separate individual parking for the exclusive use of the Allottee(s) other than the space reserved within the plot area. The Allottee(s) shall have no ownership claim or right of any nature in respect of any un - allotted spaces/ areas and that such un-allotted villa/ unit/ 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, club etc. built in any part of the said Shalimar KSMB Project are in the nature of saleable units and therefore it shall be the exclusive property of the Promoter and he shall be free to deal with it.

- 1.11. It is made clear by the Promoter and the Allottee(s) agrees that the Villa along with parking space shall be treated as a single indivisible Villa for all purposes within the four boundaries of the Villa. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottee(s) of 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) of a particular project jointly with Occupants/Allottee(s) of other phases 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 project of large real estate project.
- 1.12. The promoter agrees to pay all outgoings before transferring the physical possession of the Villa 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) or any liabilities, mortgage loan and interest thereon before transferring the Villa to the Allottee(s), 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.
- 1.13. The Allottee(s) has paid a sum of Rs_____ (Rupees_____ only) as booking amount (earnest Money) being part payment towards the total price of the Villa 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 Villa as prescribed in the Payment Plan **Schedule C** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(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.

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 consecutive scheduled payment ", in such a case, it shall be in the discretion of the Promoter to cancel the booking and forfeit the earnest money amount and any other 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 **SHALIMAR KSMB PROJECTS** Payable at **Lucknow**.

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 charges 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 acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(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.
- 3.2** The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. 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 Villa 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 Villa in his/her 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 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.

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 Villa to the Allottee(s) and the Common Areas and Facilities to the Association of Allottee(s).

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 ("Payment Plan" Schedule-C) and in the case Allottee(s) shall not comply with the timely payment of installments and other dues, he/she/they shall be treated as Allottee(s) in default of the terms and conditions.

It is irrevocably agreed by the Allottee(s) that the Promoter may request for the extension of the 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 Villa shall be considered the date as extended by the Authority.

6. CONSTRUCTION OF THE PROJECT/VILLA:

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Villa and accepted the floor plan, payment plan and the specifications, amenities and

facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Prescribed Authority or any other competent 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 and specifications of the Villa or the common areas within the project or in future expansions., as approved by the competent authority and not to obstruct and /or raise any objections in future.

7. POSSESSION OF THE VILLA:

7.1. Schedule for possession of the said Villa The Promoter agrees and understands that timely delivery of possession of the Villa 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 Villa along with ready and complete Common Areas and Facilities with all specifications, amenities and facilities of the Project in place by -----, 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 Villa.

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 promoter shall be entitled to the extension of time for delivery of possession

of the Villa 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 allotment within 120 days from that date. 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 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 projects 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 from the competent authority or after the date of deemed completion shall vide "offer letter" offer in writing the possession of the Villa with demand of all the outstanding dues, Interest (if any) stamp duty, registration charges and documentation charges, other incidental charges, to the Allottee(s) in terms of this Agreement to be taken within two months from the date of issue of completion certificate or Deemed completion (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 3 months from the date of issue of completion certificate or Deemed completion (as applicable)], subject to fulfillment of following conditions precedent

- a) The Allottee(s) shall have made timely payments of all sums due in accordance with the payment plan.
- 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 (as applicable)/deemed completion for the project. The Promoter shall hand over the completion certificate, if received (as applicable), of the Villa to the Allottee(s) at the time of conveyance of the same.

- 7.3. Failure of Allottee(s) to take Possession**– Upon receiving a written intimation from the Promoter, the Allottee(s) shall take possession of the Villa 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 Villa to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Para 7.2 above, then such Allottee(s) shall be liable to pay to the promoter holding charges as decided by the Promoter on the basis of per **month per sq. ft.** of the Villa area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2. And the Allottee(s) shall also be liable to pay interest on the unpaid amount at the interest rate till actual date of possession.

The Promoter shall not be responsible for any wear and tear damage caused to the Villa on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.

- 7.4. Possession by the Allottee(s)**–After obtaining the completion certificate/ Deemed completion (as applicable) and handing over physical possession of the Villa to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, 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 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, 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 Villa. 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 Villa or at the end of one years from the date of cancellation/withdrawal, whichever is earlier. Allottee(s) is also required to pay all other penalties and interest liabilities due as on the date of such termination. The Promoter shall inform the previous Allottee(s), the date of re-allotment of the said Villa & also display this information on official website of UP RERA on the date of re-allotment.

- 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 Villa (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 said Villa 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 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 Villa, 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 villa and no interest or compensation shall be given to the Allottee(s) for such extended period.

Provided that where the Promoter is unable to handover the Villa on or before the date mentioned in Para 7.1 due to Force Majeure clause the Allottee(s) shall not be liable for any compensation or interest.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee(s) as follows.

- (i) The Promoter has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possessions of the said land for the project.
- (ii) The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project
- (iii) There are no encumbrances upon the said land of the project;
- (iv) There are no litigations pending before any court of law or Authority with respect to the said land, Project or the Villa;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Villa 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 at applicable law in relation to the project, said land, Villa and Common Areas.
- (vi) The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) 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 land, including the project and the said Villa which shall, in any manner, affect the rights of the Allottee(s) under this agreement;
- (viii) The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Villa to the Allottee(s) in the manner contemplated in this agreement.
- (ix) At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the Villa to the Allottee(s) and the common areas to the association of the Allottee(s) or the competent authority, as the case may be.
- (x) 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 schedule property.
- (xi) 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/ Deemed completion (as applicable) has been issued and possession of Villa along with the common areas and facilities (equipped with all the specifications, amenities and

facilities) has been handed over to the Allottee(s) and the association of Allottee(s) or the competent authorities as the case may be.

- (xii) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said land and/or the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the force majeure clauses and delay due to reasonable causes, the promoter shall be considered under a condition of default, in the following events.

- (i) Promoter fails to provide ready to move in possession of the Villa 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, 'ready to move in possession' shall mean that the Villa shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.

9.2. In case of default by promoter under the conditions listed above a non-defaulting Allottee(s) is entitled to the following:

- (i) Stop making further payments to promoter as demanded by the promoter. If the Allottee(s) stops making payments, the promoter shall correct the situation by completing the construction milestones and only there after the Allottee(s) be requires to make the next payment without any interest; or
- (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 Villa, along with interest at the interest 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 rate

prescribed in the Rules, for every month of delay till the handing over of the possession of the Villa which shall be paid by the promoter to the Allottee(s) within 45 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 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 as per rules. The promoter must not be in default to take this benefit.
- (ii) In case of default by Allottee(s) under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the Villa 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 (earnest money) 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 Villa within the period mentioned in Offer Letter, 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 Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority.
- (iv) The Allottee(s) shall use the unit/Villa only for residential purposes, and no other purposes. Further, the Allottee(s) shall not occupy or keep its belonging in the common areas and neither they shall be allowed to park their vehicles in the common areas of the project.
- (v) The Allottee(s) shall not be allowed to change the external façade of the Unit/Villa in no circumstances however, the Allottee(s) may change internal design only after seeking permission from the Developer.

- (vi) Breach of any other terms and conditions of this agreement on the part of the Allottee(s);
- (vii) Violation of any of the Applicable Laws on the part of the Allottee(s).

9.4 General rights and remedies available to the promoter:

- (i) The Promoter shall be entitled to sell the Villa to any other person or otherwise deal with the Villa 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. 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.
- (iii) Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

10. CONVEYANCE OF THE SAID VILLA:

The promoter, on receipt of total price of the Villa (Including interest on delayed payment and other charges as stated in para 1.3., as applicable) under the agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Villa to the Allottee(s) together with proportionate indivisible share in the Common Areas 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(s). As per statute the Allottee(s) shall have to become a member of the Association or Allottee(s) and the Developer shall transfer the common areas.

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 (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 promoter may refuse to hand over the possession of Villa 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 VILLA/ 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 the Allottee(s) 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 completion certificate or deemed completion has been included in the total price of the Villa.

The Monthly recurring maintenance charges (MRMC) shall be payable from the date of Offer of Possession, irrespective of fact whether possession of Unit has been taken over or not.

The allottee(s) is liable to pay monthly/ quarterly/ yearly PDC's of MRMC as intimated/ demanded by the developer / maintenance agency, irrespective of the fact whether the allottee(s) is in occupation of the said villa or not, within a period of 7 days of demand. In case of delay in the payment of MRMC, interest shall be charged upto the date on which the payment is done. The developer / maintenance agency reserve the rights to collect MRMC in advance as per its policy.

However if the association of Allottee(s) is not formed within one year of completion certificate or from the date of deemed completion the 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 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to association of Allottee(s) once it is formed.

12. DEFECT LIABILITY:

It is agreed that in case, any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Seller as per the agreement relating to such development is brought to the notice of the Seller within a period of 5 (five) years by the Purchaser from the date offer for possession or the date of obligation of the Seller to give the possession to the Purchaser, or the date of possession decided by Seller on which it offers possession to Purchaser, whichever is earlier, it shall be the duty of the Seller/Promoter to rectify such defect without further charge, within thirty days, and in the event of Seller failure to rectify such defect within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

However, in case any damage to the Villa is caused by act of the Purchaser and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the Purchaser(s)/ Association of Owners and/or any damaged caused due to Force Majeure shall not be covered under this clause. Provided that, the Seller shall not be liable for, any such

structural/ architectural defect induced by the Purchaser(s) by means of carrying out structural or architectural changes from the original specifications/ design.

In case of any structural defect pointed by the Purchaser(s), the same shall be referred to a registered architect or engineer, as deputed by the Seller and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Purchaser(s) falls under the provision of the act.

For the sake of clarity and avoidance of any doubts, whatsoever, the following are the inclusions in relation to defect liability of the Seller:

Inclusions:

- Structural seepage issues (except any alteration done by Purchaser(s);
- Excessive crack or damage in wooden items such as doors and rail tops; if any (polishing exclude)
- Major cracks in masonry work that are induced as result of failures of reinforced cement concrete (RCC) or structural mild steel (MS) work;
- Plumbing pipe leakage (except any damage done due to drilling done by Purchaser(s); and
- Any defect which is established to have occurred on account of negligence or use of inferior materials by the Promoter.

Notwithstanding anything contained in this clause, the following exclusions are made in relation to defect liability of the Promoter:

Exclusions:

- Damage in fitments such as Door handles, UPVC/ Aluminum Door, Windows handles or fitting, lights, Locks, Door stoppers, Sanitary Items and CP Fittings (WC, Basin, Tap, Mixer, Shower, Bib Cock, Traps) because of manhandling/normal wear and tear;
- Any damage of plaster due to mishandling between door frame and wall because of rough usage or carelessness during stormy weather;
- Minor crack and seasonal alignment in wooden items like doors, rail tops, and wooden flooring. Warping in wooden flooring due to non-occupancy of unit for long time (especially during rainy season);
- Any mechanical issue in the Air Conditioner (if provided);
- CP fitting if provided;
- China Ware if installed;
- Electrical Switches, MCB, Geysers, Lights fitting and Equipments such as lifts, generator, motors, STP, transformers, gym equipments etc which carry manufacturer's guarantees for a limited period;
- Glass Work if any; and

Slight hairline cracks, due to temperature variations.

13. RIGHT TO ENTER THE VILLA FOR REPAIRS:

The promoter/maintenance agency/association of Allottee(s) shall have rights of unrestricted access of all common areas and common spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottee(s) and/ or maintenance agency to enter into the Villa or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of service areas: The service areas, if any, as located within the “Garden Bay Aster” shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, etc. and other 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.

15. GENERAL COMPLIANCE WITH RESPECT TO THE VILLA:

- 15.1.** Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Villa at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Villa, which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Villa and keep the Villa its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition.
- 15.2.** The Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the exterior of the Villa or in common areas. The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Villa or in the common areas of the project, or any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compound of the Villa and the Project. 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 off 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. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Villa.

- 15.3.** 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.
- 15.4.** The Allottee(s) understands and agrees that all fixture and fitting including air conditioners, coolers etc. shall be installed by him at the place earmarked or approved by the Promoter/ Association of Allottee(s) and nowhere else. Non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Villa, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 15.5.** The Allottee(s) understands and agrees that the said ownership rights in the Villa shall be sold to the Allottee(s) only for the specified purpose of being used as residential Villa subject to the specific condition that the Allottee(s) shall have no right to use the Villa 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 Villa for the purpose other than that for which the Villa 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.
- 15.6.** The Allottee(s) shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other Villas and/or Common Area / Common Parts/ Facility in the Project.
- 15.7.** The Allottee(s) shall not do or suffer anything to be done in or about the said Villa which may tend to cause damages to any Common Area/ Roads/ Streets in the Project or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.

- 15.8.** The Allottee(s) shall not use the pavements along the roads within the Project for parking of their vehicles.
- 15.9.** The Allottee(s) shall not at any time demolish the structure of the said Villa or any part thereof and not make or cause to be made any additions or alterations of whatever nature to the said Villa especially the façade or any part thereof. The Allottee(s) may, however, make suitable changes in the said Villa and other internal alterations and additions as per the terms of this agreement or the maintenance agreement, as the case may be, without causing damage or harm to the main structure as well as the ceiling of said Villa & architectural aspect thereof but only with the prior approval/consent of the Promoter/AOA in writing. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee(s) shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.
- 15.10.** That the Allottee(s) shall carry out day-to-day maintenance of the said Villa and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Villa at its own costs without affecting and disturbing other Villa holders.
- 15.11.** 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 respect of the said Villa, at his own cost and 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.
- 15.12.** The Allottee(s) agrees and undertakes that he/she/they shall join the Association of Allottees as may be formed by the Promoter on behalf of the Villa holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 15.13.** 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 Villa 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 Built Up Area of Villa. 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 Villa and such demands shall be treated as unpaid consideration of said Villa and the Promoter shall have first charge/ lien on said Villa for recovery of such demands from the Allottee(s).

- 15.14.** The Allottee(s) undertakes not to sub-divide the said Villa, agreed to be sold to him / her. The Allottee(s) further undertakes that in case it transfers its right and interests in the said Villa, 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.
- 15.15.** 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 and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall be paid by Allottee(s) in proportion to the Villa buildup 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.
- 15.16.** The Allottee(s) agrees that if at any time under any law/order or if the promoter may think necessary to insure the title of the land /villa/project, the charges towards the same shall be paid by the Allottee(s) proportionately as may be demanded by the Promoter in future.
- 15.17.** The Allottee(s) shall solely/jointly keep the Promoter indemnified.
- 15.18.** In case the Allottee(s) wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Villa 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 by the Allottee(s) the financial institution/agency shall authorizes the promoter to cancel the allotment of the said Villa 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 institution/agency on receipt of such request from financing agency by giving notice to the Allottee(s).
- 15.19.** The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Villa. 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.
- 15.20.** The Allottee(s) expressly agrees that the promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the promoter to various competent authorities during the entire course of construction of the project.
- 15.21.** Electricity Connection:
- i. That the Allottee(s) shall be required to get and maintain separate electric connection for the said premises 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.
 - 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 lift, tube well, parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee(s) in proportion to the area of the Said Premises as per demand by the Promoter / AOA.

15.22. 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.

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

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

17. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Villa 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.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the promoter execute this Agreement he shall not mortgage or create a charge on the Villa 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 Villa.

19. 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 Villa and deducting reasonable administrative charges.

20. 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 Villa as the case may be.

21. 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.

22. 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 Villa and the project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Villa in case of a transfer, as the said obligations go along with the Villa for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

- 23.1** 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 so 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).
- 23.2** 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.

24. 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.

25. 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 Villa area of the total build-up area in the project.

26. ASSIGNMENT

The Allottee(s) shall not be entitled to get any name of his assignee(s) substituted in his 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 Villa arising from the allotment of the said Villa. 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 will charge Transfer Fee for such transfer. However, in case of transfers to others, the existing Allottee(s) of the Villa shall be liable to pay Transfer Fee as applicable (plus GST/ and other applicable taxes) of the Villa 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 Villa 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.

- 28 SUCCESSION:** In case of the death of any of the Applicant before the execution & registration of the sale deed the heirs of the deceased shall have to obtain succession certificate from the court declaring the order of succession and based on the courts order the sale deed shall be executed and registered before the registrar.

29 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).

Further Submits as under:-

- 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.

30 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.

31. 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), in **Lucknow** 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, **Lucknow**. Hence this agreement shall be deemed to have been executed at **Lucknow**

32. 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)
_____ (Allottee(s) Address)

M/s _____ Promoter name
_____ (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.

33. JOINT ALLOTTEE(S).

That in case there are Joint Allottee(s) all communications shall be sent by the 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) .

34. SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the Allottee(s), in respect of the Villa, shall not be prior to the execution and registration of this agreement for Sale/Lease for such Villa, or Villa, 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.

35 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.

36. 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.

37. 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 several other persons and subject to all present and future laws, rules, regulation, bye-laws 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.

38. STAMP DUTY

That the promoter/first party has not handed over physical vacant possession to the Allottee(s)/second party as part performance of this contract and the same shall be handed over at the time of execution and registration of sale deed for this purpose.

That the Sale Price of the said Villa is Rs. _____ (Rupees _____) hence the stamp duty of Rs. _____ in being paid by the Allottee(s)/second party @ 2% of the sale price. The same shall be adjusted in sale deed.

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.

Drafted By:-

Typed by:-

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

SCHEDULE 'C'
PAYMENT PLAN

- 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 Villa or as and when demanded by concerned Competent (in case of EDC & IDC, other. Govt. Levy, 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 and GST discount (w.r.t Input Tax Credit benefit) has already been factored in the sale price of the said Villa.
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 favour of “
M/s

RTGS Detail:

Name:

Bank:

A/c No:

IFSC:

SCHEDULE 'D'
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE VILLA)

