

**Agreement for Sale**

This Agreement for Sale ("**Agreement**") executed on this .....th day of .....,  
.....,

**By and Between**

IN Infraestates LLP a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 201, 2<sup>nd</sup> Floor, F-8A, Vijay Block, Laxmi Nagar, New Delhi-110092 and Site Office at GH-01/1, Sector-11, Pratap Vihar, Ghaziabad represented by its authorized Partner Mr. Rakesh Mahajan Son of Late Shri Balraj Mahajan Resident of 801, Tower-J, Near Amity School, Pearl Gateway Tower, Sector-44, Noida, Gautam budh Nagar, Uttar Pradesh or Mr. Chandan Srivastava Son of Shri. Ashok Srivastava resident of C-23, Sec-13, Vasundhara, Ghaziabad hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

**AND**

..... (PAN# ....., AADHAR NO.....)  
W/O .....age ..... Years R/O: - ....., herein after called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

OR

If the allottee is a company

**M/s..... (PAN NO. ....) CIN NO.....**, a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at ..... and corporate office at ....., represented through its authorized signatories **Shri.....** Aadhar No.....age ..... years son of Shri.....,

resident of ..... duly authorized by its Board of Directors vide Resolution dated \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assigns);

OR

If the allottee is a partnership firm

**M/s..... (PAN NO. ....)** a partnership firm registered under the Indian partnership act, 1932 having its office at .....represented through authorized partner **Shri.....** Aadhar No.....age ..... years son of Shri....., resident of ..... hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns);

OR

If the allottee is a HUF

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

### **Definitions**

For the purpose of this Agreement for Sale/Lease, unless the context otherwise requires:-

**Act:** Means the Real Estate (Regulation and Development) Act 2016.

**Authority:** means Uttar Pradesh Real Estate Regulation Authority.

**Government:** Means Government of Uttar Pradesh

**Rules:** means the rules for the state under the Real Estate (Regulation and Development) Act 2016 as amended from time to time

**Regulations:** means the regulation made under the Real Estate (Regulation and Development) Act 2016.

**Section:** Means section of the Real Estate (Regulation and Development) Act 2016.

**WHEREAS:**

- A. The Promoter is the absolute and lawful owner of Plot No.- GH-01/1, Sector-11, Pratap Vihar, Ghaziabad vide development agreement dated 26<sup>th</sup> Day of June 2023 executed between M/s Ishaan Infraestates India Pvt. Ltd. (land owner) and IN Infraestates LLP. (promoter) for development of a multi-storied Group housing project ("Project") on the Said Land admeasuring area 6217.80 sq. mtr. vide Deed dated 11.04.2022 duly registered with Document No.- 202200739051345 in Book No.- 1, Volumn No.- 9018 on pages From 259 to 282 at Serial No.- 1871 in the office of Sub Registrar, Ghaziabad ("Said Land").
- B. The Said Land is earmarked for the purpose of Group Housing Project, and the said project shall be known as "**THE ELEMENT**"(Project").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The **Ghaziabad Development Authority** has granted the commencement permission to develop the Project *vide* approval dated **11.07.2023** File bearing no. GROUP HOUSING/ 04936 / GDA/BP/22-23/0198/11052023.
- E. The Promoter has obtained the layout plan, sanctioned plan and all necessary approvals for the Project from **Ghaziabad Development Authority**. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real

Estate Regulatory Authority at Lucknow on ..... under registration no  
\*Applied for\*

- G.** The Allottee had applied for residential apartment/unit in the Project vide application no. .... dated ..... and has been allotted ....., having carpet area of ..... sq.mtr./..... sq.ft. and total area ..... sq.mtr./..... sq.ft. of type : residential apartment/unit , on ..... floor in ..... ("Building/Block") and of pro-rata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2(1) of U P Real estate (Regulations and Development) Rules, 2016 (hereinafter referred to as the "Apartment/unit " more particularly described in Schedule B and the floor plan of the apartment/building is annexed hereto and marked as Schedule B);
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I.** That the Apartment/unit shall be sold as an independent flat/unit/apartment with undivided interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Apartment Act, 2010.
- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Unit as specified in para G;

**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:**

**1.1.1** 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 Apartment/unit 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 for the Apartment/unit based on the carpet area is Rs...../- (Rupees ..... only) (..... year maintenance charge +Power Back-Up 01KVA +Electric Meter & Installation charges (with 05 KVA Electric Load) + Lease Rent + PNG Infrastructure Development Charges +Intercom and one time connection charges + Water and Sewerage Charges +Floor PLC charges +IFMS)

Block/ Building/Tower No. ....

Apartment/unit no. ....

Type- .....

Floor- .....

Carpet Area- ..... **Sq.ft.**

Car parking (Right to use) if applicable- .....

Rate of Apartment/unit no ...../- Rs. per square meter (Rs. .... per sq Ft.) based on the carpet area

Rate of Apartment/unit no...../- Rs. per square meter (Rs ...../- per sq Ft.) based on the total area

\*Note: The Promoter shall Provide Common Areas, taxes and maintenance breakup of the amounts such as cost of plot, proportionate cost of charges as per Para 11 etc., if/as applicable.

**Explanation:-**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment/unit ;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment/unit to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate/occupancy certificate/deemed completion or Temporary completion/occupancy certificate (as applicable):

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee 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 the completion of the Project as per registration with the authority, which shall include the extension of registration in any, granted to the said project by the Authority, as per the act, the same shall not be charged from the allottee(s).

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee 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 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 Apartment/unit includes recovery of price of land, construction of [not only the Apartment/unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment/unit /building, lift, water line and plumbing, finishing as per specifications, fire detection and firefighting equipment in the Common Areas, maintenance charges etc all as per the specification attached and

includes cost for providing all other facilities, amenities and specifications to be provided within the[Apartment/unit ] and the Project.

- (v) The requisite stamp duty, registration charges, advocate fees and AOA fees for the getting the registration of Agreement to Sale as well as Sub-lease Deed are to be borne by the Allottee in addition to the cost stated in point 1.2

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

Provided that if there is any new imposition or any increase of any development fee 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 allottees.

- 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 @ **10%** 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 for this property, the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans of phase/project registered with RERA, specifications and the nature of fixtures, fittings and amenities, which shall be in

conformity with the advertisement, prospectus etc as attached, on the basis of which sale is effected) in respect of the Apartment/unit plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act: Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. That if the project is the part of a developed in phases and the respective layout plan of the project/phase has already been sanctioned by the Development Authority wherein land of various projects & phases and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the Apartment/unit owner shall be confined up to the particular phase /project wherein the Apartment/unit is situated.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate/deemed completion or Temporary completion/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment/unit allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at same rate per sq foot as agreed in Para 1.2 of this agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/unit] as mentioned below:

- (i)** The Allottee shall have exclusive ownership of the Apartment/unit ;
- (ii)** The Allottee shall also have undivided proportionate share in the Common Areas. Since the Share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other



occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common area to the Association of allottees after obtaining the completion certificate/occupancy certificate/deemed completion or Temporary completion/occupancy certificate (as applicable).

**(iii)** That the computation of the price of the Apartment/unit includes recovery of price of land, construction of (not only the apartment/unit)but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring ,electrical connectivity to the apartment, lift ,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 of providing all other facilities ,amenities and specifications to be provided within the (apartment/unit)and the project.

**(iv)** The allottee has the rights to visit the project site to assesses the extent of development of the project and his Apartment/unit as the case maybe.

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

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment/unit to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 outgoing collected by it from the Allottees or

any liability, mortgage loan and interest thereon before transferring the Apartment/unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

- 1.11 The Allottee has paid a sum of Rs. ..../- (Rupees .....nly) being which Apartment/unit within Provided interest part payment towards the Total Price of the [Apartment/unit ] at the time of application the receipt of the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favor of **IN Infraestates LLP** payable at Ghaziabad.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 1934 and 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment/unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

#### **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/unit to the Allottee on ..... and the common areas to the association of the allottees

as per local laws.

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

## **6. CONSTRUCTION OF THE PROJECT/ APARTMENT/UNIT**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/unit in the Phase /Project 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 or Phase in accordance with the said respective 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 Ghaziabad Development Authority 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.

## **7. POSSESSION OF THE APARTMENT/UNIT**

**7.1 Possession of the said [Apartment/Unit]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/unit] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to offer of possession of the Project on or before ..... 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"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/unit, provided that such Force Majeure

conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date.

The promoter shall intimate the allottee about such termination, the allottee agrees that he/she shall not have any right, claim, 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 area and facilities which are not complete and handed over all the common areas and facilities to the AOA/RWA once all the phases are completed.

- 7.2 Procedure for taking possession** -The Promoter, upon obtaining the completion certificate/occupancy certificate/deemed completion or Temporary completion/occupancy/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Apartment/unit, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable): [Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate/deemed OC (as applicable)]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall hand over the completion certificate/occupancy certificate/deemed OC or Temporary completion/occupancy certificate (as applicable) of the Apartment/unit, as the case may be, to the Allottee at the time of conveyance of the same.

- 7.3 Failure of Allottee to take Possession of [Apartment/Unit]-** Failure of Allottee to take Possession of Apartment/unit - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment/unit 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 Apartment/unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 2/-per month per sq. ft. of carpet area (in case of apartment/unit) and at the rate of Rs.1/-per month per Sq. ft. per month of plot area (in case of plot) for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2.
- 7.4 Possession by the Allottee-** After obtaining the completion certificate/occupancy certificate/deemed OC or Temporary completion/occupancy certificate (as applicable) and handing over physical possession of the [Apartment/unit] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law: [Provided that, in the absence of any Applicable Law the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate/deemed OC or Temporary completion/occupancy certificate (as applicable).
- 7.5 Cancellation by Allottee-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such

cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment/unit or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said apartment/unit and also display this information on the official website of UP RERA on the date of re-allotment.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the [Apartment/Unit] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (i) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/unit, 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 does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Unit], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

(i) The [Promoter] has absolute, clear and marketable title with respect to the said

land; the requisite rights to carryout development upon the said land and absolute, actual, physical and legal possession of the said land for the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There is no encumbrance over this Project and in case any encumbrance the details of encumbrances are defined in schedule-E.
- (iv) There are no litigations pending before any Court of law with respect to the said land, Project.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said land and Apartment/unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment/unit and common areas;
- (vi) The Promoter has the right to enter in to this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale/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 Apartment/unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/unit to the



Allottee and the common areas to the Association of the Allottees as per applicable law;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate/occupancy certificate/deemed OC or Temporary completion/occupancy certificate (as applicable) , along with common area ( 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 authority as the case maybe.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **9.EVENTS OF DEFAULTS AND CONSEQUENCES**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment/unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment/unit shall be in a habitable condition which is complete in all respects including the provision of all the specifications, amenities, and facilities as agreed to between the parties and for which the completion certificate/occupancy certificate/deemed OC or Temporary completion/occupancy certificate (as applicable) has been issued

by the competent authority.

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest;

**Or**

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment/Unit, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Unit], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for 2 (two) -consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of

Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Unit] in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit; Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

## **10 CONVEYANCE OF THE SAID APARTMENT/UNIT**

The Promoter, on receipt of Total Price of the [Apartment/Unit] as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Unit] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate/occupancy certificate/deemed OC or Temporary completion/occupancy certificate (as applicable as the case may be, to the Allottee.

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 completion certificate/occupancy certificate (as applicable)]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

## **11 MAINTENANCE OF THE SAID BUILDING ON APARTMENT /UNIT**

The Promoter shall be responsible to Provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of

Allottees upon the issuance of the completion certificate the completion certificate/occupancy certificate/deemed OC or Temporary completion/occupancy certificate (as applicable) The cost of such maintenance for 1 (one) year from the date of completion certificate occupancy certificate/deemed OC or Temporary completion/occupancy certificate (as applicable) has been included in Price of the[Apartment/Unit]

However, if the Association of Allottees is not formed within 1 year of the completion certificate/occupancy certificate/deemed completion or Temporary OC /occupancy certificate (as applicable the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2+10% in lieu of price escalation for the purpose of the maintenance for next 1 year and soon. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.

The non refundable **Interest Free Maintenance Security (IFMS)** is payable to the Promoter Rs. ....

The amount of Interest Free Maintenance Security (IFMS) will be handed over to A.A.O. (Association of Apartment Owners) at the time of handing over the maintenance and common area of the project after the deduction of security deposit or any other deposit with any other statutory authority which was deposited earlier by the promoter at the time of taking electricity connection for the project.

## 12 DEFECT LIABILITY

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

receive appropriate compensation in the manner as provided under the Act.

### **13 RIGHT TO ENTER THE APARTMENT/UNIT FOR REPAIRS**

The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the [Apartment/Unit] 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 Basement and Service Areas: The basement(s) and service areas, if any, as located within the “**THE ELEMENT**”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

### **15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/UNIT**

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/unit] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/unit], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/unit] and keep the [Apartment/unit], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter

etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/unit] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/unit].

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

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

The Parties are entering into this Agreement for the allotment of a [Apartment/unit] 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 addition or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

## **18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

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

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

## **20 BINDING EFFECT**

Forwarding this agreement to the allottee by the Promoter does not create a binding obligation on the part of the promoter or allottee until, firstly, the allottee sign(s) and delivers this agreement with all the schedules along with the payment dues as stipulated in the payment plan within 30 days from the date of receipt by the Allottee and secondly appears for registration of the same before the concerned Sub-Registrar Ghaziabad as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be 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 Apartment/unit, as the case may be.

## **22 RIGHT TO AMEND**

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

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

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

## **24 WAIVER NOT A LIMITATION TO ENFORCE**

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

24.2 Failure on the part of the Promoter 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 Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Unit] bears to the total carpet area of all the [Apartments/Unit] in the Project.

## **27 FURTHER ASSURANCES**

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

## **28 PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in clause no. 20 after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar at (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Ghaziabad.

## **29 NOTICES**

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

### **IN Infraestates LLP**

Address at C-23, Sector-13, Vasundhara, Ghaziabad-201010.

Phone No. 0120-4112727 e mail : info@theelement.co.in

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

## **30 JOINT ALLOTTEES**

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

## **31 SAVINGS:**

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

## **32 GOVERNING LAW**

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

### **33 DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.

### **34 OTHER CLAUSES**

1. The Promoter reserves the right to carry out completion of the building and may offer early possession/offer of possession for fit out/Intimation for Fit out to the allottee(s) and claim payment of the entire remaining installments.

2. 10% amount of the cost of the Apartment shall be treated as Earnest Money.

3. Carpet Area: (RERA Definition) means net useable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony/ veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

4. Built Up Area: Carpet Area including area underneath external walls (50% area sharing in case of common walls with adjoining apartment), area of balcony/ Veranda and service shafts attached with or within the Apartment

5. Saleable Area: Built up area plus area of service shafts, area of open terrace (if any) and proportionate share of common areas but excluding area covered by commercial blocks.

6. "Common area" mean:

- (i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) The common basements, terraces, parks, playground, open parking areas and common storage spaces;
- (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

- (vii) All community and commercial facilities as provided in the real estate project;  
Explanation: - community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.
  - (viii) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
7. Pre-Finishing Stage shall start after completion of structure work, Brick work External and Internal Plaster work and tiling work in the apartment. The installation of Doors, Windows, sanitary-ware, wash-basin, kitchen sink, hardware accessories, final touch of paint etc. will not be done during said "Pre-finishing stage" only. A demand will be raised at this stage as per the payment plan adopted by the Allottee(s) at the time of booking.
  8. Mode of measurements: All dimensions shown in the unit plan are from bare wall to bare wall only, as per standard architectural/ engineering practice. The thickness of finishes (such as plaster, wood paneling, tiling or any other finishing material) might result in marginal difference in the final sizes depending upon the finishing material used in the particular area. Size of balcony/ Veranda shall also be measured till the end of the cantilever (edge) slab. The dimension consumed for fixing of railing and balusters or upturn toe wall (if any) are inclusive in the dimension mentioned for balcony/ Veranda as per standard architectural/ engineering practice. The areas may vary by +/- 3%. All dimensions would be jointly measured before raising final payment demand note.
  9. That the project is the part of a total project and the layout plan of the total project has been sanctioned by the Development Authority attached as Schedule-A, wherein land of various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the Apartment/Unit owner shall be confined up to the particular project wherein the Apartment/Unit is situated. The up keeping and maintenance of the project shall be carried out by the company or its nominee, the apartment owner(s) shall be liable to pay the maintenance charges to the company.
  10. That the applicant(s)/allottee(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens the company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit in reference to the point 1.8 (iv).
  11. That the amenities like Road, Electricity, sewer and water supply will be provided and

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

12. That the allottee & co-allottee (if any) will have equal share in the Apartment/Unit and in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a case where any dispute arises between the allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged. The dispute whatsoever stated above shall not give any effect to that. In above mentioned circumstances the Company will hold the booking/allotment for two months only there after the Company can cancel the said booking/allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction as per procedure described above. For the refund the consent of all allottee(s) with respect to the share shall be necessary. **Note:** It shall be always clear that if availed loan for the Apartment/unit the dues of the Banks/financial institutions shall be refunded directly in all the cancellation / refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.
13. That any delay on account of the authority for issuance of the completion certificate/Occupation certificate shall not be considered as a delay in completion on the part of Company. The date of applying the completion certificate/Occupation certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date, any claim for delay in possession will be confined up to the date of applying for the completion certificate/occupation certificate only. It shall also clear that the completion Certificate / occupation certificate in part and could also be obtained after depositing the requisite fee and obtaining the NOC's from all the concerned departments. After the expiry of 07 working days as per RERA notification dated 16.09.2019 from the date of applying for the completion certificate/ occupation certificate along with all the requisite formalities and documents in case not issued/provide by the Authority, it shall be

deemed as issued provided in law/by laws; therefore the issuance of completion certificate/ occupation certificate shall not be a reason for denial of taking the possession.

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

**(i)** Single Point Connection: In this case developer will provide the infrastructure and meter to the allottee(s). The proportionate security deposit with the respective electric authority will be deducted from IFMS at time of handover the maintenance and common area of the project to AAO.

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

15. That in case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution, the company has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee 15,000/- plus Prevailing Taxes as applicable, as administrative charge and shall be payable by the allottee(s).

16. That the Allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the GDA as well as of the Government orders/ Notifications/ GDA Policy issued from time to time from the Allottee(s) without making/paying any deduction there from and interest thereon.

17. That any request for any change in construction of any type in the Apartment/unit from the Allottee(s) will not be entertained.

18. That any type of encroachment/construction in the entire Complex including roads, lobbies, roof etc. will not be allowed to the Apartment/unit owner/AOA of the complex as a whole. The Allottee(s) shall not make any additions or alterations in the said Apartment/unit of whatever nature which may affect the other Apartment/unit or common areas and the structure of the complex.

19. That the contents of each apartment/unit along with the connected structural part of the building shall be insured by the Allottee(s) at his/her/their own cost against the fire, earthquake etc. The Promoter after handing over the possession of a particular apartment/unit shall in no way be responsible for safety, stability etc. of the structure. The Allottee(s) will pay all charges towards insurance either by him individually or through society collectively if so, formed for the maintenance of building.
20. That in case the Allottee(s) wants to avails loan facility from financing bodies or his employer to facilitates the purchase of the apartment/unit, the Promoter shall facilitates the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the allottee(s) only. The responsibility of getting loan sanctioned and disbursed as per the Promoter payment schedule will rest exclusively on the Allottee.
21. It is hereby agreed, understood and declared by and between the parties that the Promoter may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/apartment in the said Project/Complex. However, the Sub Lease Deed in respect of Apartment in favour of Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
22. That All taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the Allottee(s) from the date hereof or date of possession or deemed date of possession declared by the Promoter, whichever is earlier.
23. That after taking possession of Apartment/unit the Allottee(s) shall have no claim against the Promoter as regards quality of work, material, pending installation, area of Apartment/unit or any other ground whatsoever.
24. That the Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Apartment/unit as the case may be or at any time thereafter, have no objection to the Promoter constructing or continuing with the construction of the remaining structures in the Project or other buildings adjoining the Apartment sold to the Allottee(s) and other phases.
25. That the Company will hand over the vacant physical possession of the booked Apartment/unit to the Allottee(s) with such specification, which is attached herewith.

26. That the Allottee(s) shall after possession comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water Commission/any other rules and regulations laid down by State of U.P. or any other competent authority.
27. That the Allottee(s) can also avail additional power back-up facility over and above 1 KVA (which is mandatory) and notify his/her/their requirement at the time of signing this Agreement to Sale. He/She/They will pay charges as applicable for power back up installation charges at the time of booking. The Allottee(s) may kindly ensure to have given consent in writing at the time of signing this Agreement to Sale, no request for enhancement of power back up shall be entertained later on. The per unit charge for the power back up (i.e. running cost of the DG set) shall, however, be decided at the time of offer for possession/offer of possession for fit out period.
28. That the Allottee(s) consents that for repairing any damages in the toilets/bathroom /any other portion of the other Apartment/Unit caused due to his negligence or willful act. The Allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, firefighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or willful act.
29. That the Allottee(s) is aware that various apartment are being allotted to various persons. The Allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to Allottee(s) of other apartments in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.
30. That the administrative charges will be charged in the case of transfer, the charges will be charged as per the company norms and as per the prevailing rate at that point of time.
31. That, if any provision of this ATS is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this ATS and to the extent necessary to confirm to applicable law and the remaining provisions of this ATS shall remain valid and enforceable in accordance with other terms. It shall not render this ATS void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this ATS, the terms and conditions contained in this ATS shall prevail and be binding on both the parties.



32. That the said Complex shall always be known as "The Element" and this name shall never be changed by the Allottee or anybody else.
33. That at the time of booking of Apartment/Unit it was made clear to the Allottee's that present FAR of the project is 1.5 and authority is likely to increase this by 1 Plus additional purchasable FAR of 50% and Promoter will finally construct the building at 3.75 FAR approx. The proposed and present layout, scheme & no. Of Apartment/Units and facility are clearly seen and understood by the Allottee's. Allottee's will not have any objection on increase of this FAR & density accordingly. Allottee's will also sign the required document & NOC as & when required by the Promoter or authority That as per the Layout Plan is envisaged that the apartment on all floors are independent Apartment with impartable and undivided share in the land area underneath the said tower. The Allottee(s) shall not be permitted to construct anything on the terrace. However, the Promoter shall have the right to explore the terrace in case of further any change in the FAR, carry out construction of further apartment in the eventuality of such change in the FAR beyond 3.75. However, if as a result thereof, there is any change in boundaries or area of the said Apartment, the same shall be valid and binding on the Allottee(s).
34. That saving and excepting the particular Apartment allotted, the Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basements, parking spaces {owned the allottee(s) can got absolute title in respect of what has been allotted by an agreement to Allottee(s)} or tot-lots, space for public amenities, shopping centres or any other space not allotted to him/her/them, which shall all remain the property of the Promoter for all times unless the Promoter decides to dispose them off subject to easement right of the Allottee(s), as mentioned hereinafter and the Promoter can lease out the vacant apartments or the complete block of the apartments as a whole or in part to one or more persons(s)/company(ies)/institution(s) whosoever for short term or long term.
35. That the Carbon Credit Benefit arisen, if any, in the project can be redeemed by the Promoter.
36. That the Allottee(s) confirm that all payments made towards Allotment of Apartment/Unit have accounted for in this ATS. Allottee(s) further declare that he/she/they shall makes all future payments on time through account payee cheque/DD/P.O. in favour of IN Infraestates LLP against booked Apartment/unit and will take the proper receipt for the same and in case the payment is made other than Promoter, Allottee(s) will be solely responsible and liable for the said payment.
37. That substitution /addition in the name of the allottee shall be allowed on such terms and conditions as it may deem fit including payments of administrative charges etc. Any change in name (including addition / deletion) of the Allottee will be deemed as substitution for this purpose.
38. That until a sub lease deed is executed & registered, the Promoter shall continue to be the owner of the Apartment and also the construction there on and this Allotment shall not give to the Allottee(s) any rights or title or interest therein even though all payments

have been received by the Promoter. The Promoter shall have the first lien and charge on the Apartment for all its dues that may/become due and payable by the Allottee(s) to the Promoter. It is further clarified that the Promoter is not constructing any Apartment as the contractor of the Allottee(s), but on the other hand the Promoter is constructing the Complex as its own and the sale will be affected after the actual construction/finishing of the Apartment by the execution of sub lease deed. If any dispute aroused in future or prospective day the same will be brought under performance of contract.

39. That the Allottee will be entitled to take physical possession of the said unit only after the entire amount payable under this Allotment are paid and the Sublease Deed in respect of the said Unit is executed and duly registered with the Registrar / Sub-Registrar concerned.
40. It is hereby agreed, understood and declared by and between the parties that a Sub Lease Deed shall be executed and registered in favour of the Allottee(s) after the Apartment/unit has been finally constructed at the site, after receipt of total sale consideration and other charges agreed herein by the Promoter. The other connected expenses i.e. cost of Stamp Duty for registration of the Sub lease deed/Registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges shall be borne and paid by the Allottee(s). The Allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation of the Apartment for the stamp duty.
41. Since it is a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Allottee(s) must take the possession of his/her/their own Apartment/Unit as soon as it is made available for possession.
42. That the Allottee(s) has/have to sign the standard maintenance agreement and to pay monthly Maintenance Charges or advance Maintenance Charges for 1 years & Sinking Fund for 1 year at the time of offer of possession/offer of possession for fit out as decided by the Promoter/nominated agency/RWA
43. That the Promoter shall charge PNG security charges at the time of offer of possession/offer of possession for fit –out period.
44. That the Interest Free Security Deposit given by the allottee(s) to the Promoter or nominee of the Promoter is refundable to the Allottee(s)/Resident Welfare Association (RWA) at the time of termination of the “Maintenance Agreement” or transfer of maintenance to the RWA of the Complex after adjusting there from any outstanding bills and/or other outgoings of the Allottee(s) and thereupon the Promoter shall stand completely absolved/discharged of all its obligation and responsibilities concerning the maintenance and IFMS including but not limited to issue of repayment, refund/or claims, if any of the Allottee(s) on account of the same. At the time of handing over of maintenance of the Project/Complex the charge over the following will be handed over to the RWA:
  - a. All existing lifts, corridors, passages, parks underground & overhead water tanks, firefighting equipment with motors and motor room.

- b. Security gates with intercom, lift rooms at terrace without terrace right. Note: Open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces {excepting what has been allotted by an agreement to Allottee(s)} or tot-lots, space for public amenities, shopping centres or any other space will remain the property of the Promoter.
45. That the rate for Electricity and Power back up consumption charges and Fixed Charges (payable In case of minimum/non-usage of electricity and power back-up) payable as pre-paid system by the Allottee(s) to the Promoter, will be decided by the Promoter.
46. That the Maintenance Charges, Power back-up charges, fixed charges for electricity and power back-up, city level maintenance charges will be deducted through prepaid electric meter system.
47. The Cars/Scooters/two wheelers/cycles will be parked within the same parking space allotted to the Allottee(s). A separate Agreement for the Allotment of the car parking will be executed between Promoter and the Allottee(s) at the time of offer of possession. One car parking is mandatory with the unit and additional car parking will be allotted subject to availability on payment basis. No car/vehicle parking is allowed inside the Complex except those, who have reserved the car parking space.
48. That the Allottee(s) consents that he/she/they will have to allow sweepers/maintenances staff to enter in his/her/their apartment/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/ seepage in his/her/their Apartment or any other Apartment.
49. That the Allottee shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club shall be managed by the Promoter and / or its nominee party as the case may be. The Developer has full right to give club on lease/rent basis to Allottee or any other 3rd party/outsider for utilization.
50. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read suitably whenever Allottee is a joint stock Developer, a or any other body corporate or organization or an association.
51. That COVID -19 pandemic is declared under force majeure by the Central Government accordingly, if RERA allows or extended the possession time then it shall be implemented and penalty shall be calculated accordingly to all our allottees, in that case date of possession shall be extended.
52. **Declaration:** I/we have fully and understood the above-mentioned terms and conditions and do hereby agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us.

**IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ in the presence of attesting witness,**

**signing as such on the day first above written.**

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee: (including joint buyers)**

**1.Mr.\_\_\_\_\_S/o\_\_\_\_\_**

**2.Mr.\_\_\_\_\_S/oMr.\_\_\_\_\_**

**Promoter:**

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

(Authorized Signatory)

**WITNESSES:**

**1)**

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

2.

Name\_\_\_\_\_

3.

Address\_\_\_\_\_

**2)**

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

2. Name\_\_\_\_\_

3. Address\_\_\_\_\_

**SCHEDULE-A**

**SCHEDULE-B****SCHEDULE 'C' -PAYMENT PLAN AND UNIT COST FOR APARTMENT/UNIT****PAYMENT PLAN**

<b>Installment Name</b>	<b>Payment %</b>	<b>Installment Name</b>	<b>Payment %</b>
At the time of Booking	10% of Total Cost	On Commencement of 12 <sup>th</sup> Floor Slab	5% of Total Cost
On Commencement of Excavation	10% of Total Cost	On Commencement of 14 <sup>th</sup> Floor Slab	5% of Total Cost
On Commencement of Basement 1 <sup>st</sup> Slab Cast	5% of Total Cost	On Commencement of 16 <sup>th</sup> Floor Slab	5% of Total Cost
On Commencement of Basement 2 <sup>nd</sup> Slab Cast	5% of Total Cost	On Commencement of 18 <sup>th</sup> Floor Slab	5% of Total Cost
On Commencement of Ground Floor Slab Cast	5% of Total Cost	On Commencement of 20 <sup>th</sup> Floor Slab	5% of Total Cost
On Commencement of 2 <sup>nd</sup> Floor Slab	5% of Total Cost	On Commencement of 24 <sup>th</sup> Floor Slab	5% of Total Cost
On Commencement of 4 <sup>th</sup> Floor Slab	5% of Total Cost	On Commencement of 26 <sup>th</sup> Floor Slab	5% of Total Cost
On Commencement of 6 <sup>th</sup> Floor Slab	5% of Total Cost	On Commencement of 28 <sup>th</sup> Floor Slab	5% of Total Cost
On Commencement of 8 <sup>th</sup> Floor Slab	5% of Total Cost	On Offer of Possession	5% of Total Cost

**UNIT COST****Cost of Unit:**

**Cost of Unit: ..... (Rupees ..... only)**

The requisite stamp duty, registration charges, advocate fees and AOA fees for the getting the registration of Agreement to Sale as well as Sub-lease Deed are to be borne by the Allottee in addition to the cost stated in point 1.2

**SCHEDULE 'D' -SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/UNIT).**

## **SPECIFICATIONS:**

<b>1.</b>	<b>Living/Dining room</b>	<b>Floors</b>	Vitrified tiles	ISI Make
		<b>External Door &amp; windows</b>	UPVC	
		<b>Fixture &amp; fitting</b>	Switches	ISI Make
		<b>Wall</b>	Plastic paint	ISI Make
		<b>Internal doors</b>	Hard wood frame with skin moulded door shutter	
		<b>Ceiling</b>	POP	
<b>2.</b>	<b>Master Bedroom</b>	<b>Floors</b>	Vitrified tiles	ISI Make
		<b>External door and windows</b>	UPVC	
		<b>Fixture &amp; fitting</b>	Switches	ISI Make
		<b>Wall</b>	Plastic paint	ISI Make
		<b>Internal doors</b>	Hard wood frame with flush door shutter	
		<b>Ceiling</b>	POP	
<b>3.</b>	<b>Bedroom</b>	<b>Floors</b>	Vitrified tiles	ISI Make
		<b>External door &amp; windows</b>	UPVC	
		<b>Fixture &amp; fitting</b>	Switches	ISI Make
		<b>Wall</b>	OBD paint	ISI Make
		<b>Internal doors</b>	Hard wood frame with flush door shutter	
		<b>Ceiling</b>	POP	
<b>4.</b>	<b>Toilet (Master Bedroom)</b>	<b>Floors</b>	Anti skid Vitrified/ceramic tiles	ISI Make

		<b>External door &amp; windows</b>	UPVC	
		<b>Fixture &amp; fitting</b>	ISI fitting standard chinaware & Provision for geyser water supply	ISI Make
		<b>Walls</b>	Designer ceramic tiles with border up to 7'-0"	ISI Make
		<b>Internal doors</b>	Hard wood frame with flush door shutter	
		<b>Ceiling</b>	Fall ceiling of tiles	
<b>5.</b>	<b>Toilet (Other Bedroom)</b>	<b>Floors</b>	Anti skid vitrified/ceramic tiles	ISI Make
		<b>External Door &amp; windows</b>	UPVC	
		<b>Fixture &amp; fitting</b>	standard chinaware & Provision for geyser water supply	ISI Make
		<b>Walls</b>	Designer ceramic tiles with border up to 7'-0"	ISI Make
		<b>Internal doors</b>	Hard wood frame with flush door shutter	
		<b>Ceiling</b>	Fall ceiling of tiles	
<b>6.</b>	<b>Kitchen</b>	<b>Floors</b>	Vitrified tiles	ISI Make
		<b>External door &amp; windows</b>	UPVC	
		<b>Fixture &amp; fitting</b>	Counter in granite stone, Provision for R.O system & geyser water supply	ISI Make
		<b>Walls</b>	Designer ceramic tiles with border up to 2'-0" above counter	ISI Make
		<b>Utility</b>	Single sink	Stainless steel (IS standards)
<b>7.</b>	<b>Balconies</b>	<b>Floors</b>	Ceramic tiles	ISI Make
		<b>Walls</b>	Permanent finish	
		<b>Ceiling</b>	POP	
<b>8.</b>	<b>Lift lobbies corridor</b>	<b>Floors</b>	Combination of different colour of marble/stone in pattern	
		<b>Walls</b>	Granite tiles cladding up to 3'-0" feet & texture paint above	
		<b>Ceiling</b>	POP	

#### Electrical's

- Copper wire in PVC conduits with MCB supported circuits.

**Power Backup**

- 100% DG power back-up for all common areas.
- Upto 100% DG power back-up available to individual flat buyer on paid basis as agreed at the times of booking.

**Security System**

- Secured gated community.

**Lift**

- High speed passenger elevators.

**Lift, Lobby & Staircases**

- Lift lobby floor and staircase combination of one or more of marble/granite/vitrified tiles.

**SCHEDULE `E' -MORTGAGE / LEAN / ENCUMBRANCE IF ANY WITH DETAILS OR NOT. -MORTGAGE / LEAN / ENCUMBRANCE IF ANY WITH DETAILS OR NOT- THERE IS NO ENCUMBRANCE ON THE ELEMENT PROJECT EXCLUDING INSTALLMENTS OF GDA AS ON DATE.**

**FORM -"B"**

**(See Rule 6)**

Undertaking by the person acquiring apartment Under Section 10(b) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010

Office of the Competent Authority at Ghaziabad Development Authority

I/We have allotted apartment no. \_\_\_\_\_ in the "The Element" by way of purchase or otherwise or taking lease of an Apartment from IN Infraestates LLP. Regd. office at 201, 2<sup>nd</sup> Floor, F-8A, Vijay Block, Laxmi Nagar, New Delhi-110092 & having it's Corporate Office C-23, Sector-13, Vasundhara, Ghaziabad-201010.

I hereby undertake to comply with the covenants, conditions and restrictions subject to which said apartment was owned by the aforesaid IN Infraestates LLP before the date of transfer.

Further I shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010

(Signature of Main Allottee)

(Signature of Co-Allottee)



In presence of:-

(1) \_\_\_\_\_  
(2) \_\_\_\_\_

To,

The Director,  
IN Infraestates LLP.  
C-23, Sector-13, Vasundhara, Ghaziabad

**Subject:** Consent letter in regard to the booking for the Group Housing project "The Element".

I/We have Allotted a residential unit in the above-mentioned project being developed by IN Infraestates LLP. having their registered office at 201, 2<sup>nd</sup> Floor, F-8A, Vijay Block, Laxmi Nagar, New Delhi-110092. The layout, building plan of the said project which is sanctioned by the Ghaziabad Development Authority (GDA) vide no. GROUP HOUSING/04936/GDA/BP/22-23/0198/11052023 letter dated 11.07.2023 has been explained to me/us by your executive and the same has also been seen and understood by me/us.

I/We also acknowledge that due to unforeseen reasons or due to change in policies of the concerned Authority/Govt., the Developer may undertake changes in the layout / building plan of the said project. I/We, therefore, give my/our consent, in terms of Chapter II, Section4(4) of U.P. Apartment Act,2010, that in case the concerned Authority/Govt. allows additional Floor Area Ratio/Density of whatsoever nature, at any time then the developer shall be fully entitle to use the same in the manner as prescribed by the concerned Authority/Govt.

I/We shall have no objection to the revised layout/building plan and changes in percentage of undivided interest in the common areas and facilities. I hereby give my consent for the proposed revised layout plan (if any).

Thanking you,

(Allottee/s)