

AGREEMENT FOR SALE

Plot No. _____

This Agreement for Sale (**Agreement**) executed on this (Date) day of (Month), 2021

By and Between

Jageshwar Dham Developers (firm regn.no.: -BAR/0019608), a firm having its registered office at 71 Nawada Shekhan Bareilly, Uttar Pradesh -243001 , (PAN No.), represented by its partner Mr.Dilip Jaiswal referred to as the "**Promoter**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

[AND]

[If the Allottee is an Individual]

Mr. / Ms. S/o / D/o
Aged about residing
at.....

Aadhaar No.....PAN No.....Nohereinafter 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).

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[OR]

[If the Allottee is a Company]

.....(CIN No) a company incorporated under the provisions of the companies Act {1956 or 2013, as the case may be} having its registered office at.....(PAN No.....) represented

by its authorized signatory..... (Aadhar no.) duly authorized vide board resolution dated..... hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

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

DEFINITIONS:

For the purpose of this agreement for Sale unless the context otherwise requires,

- "**Act**" means the real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- "**Authority**" means Uttar Pradesh real Estate Regulatory Authority
- "**Government**" means the Government of Uttar Pradesh.
- "**Rules**" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- "**Section**" means a section of the Act.

WHEREAS:

- The Promoter is the absolute and lawful owner of **Khet no.116 (part)** Village Nawadiya Ilaka Singhai Bareilly, Uttar Pradesh -243006. admeasuring (0.7245875 hectares , 7245.875 square meters) situated at Nawadiya Ilaka Singhai in Tehsil & District Bareilly (" Kings Park Residency ") vide sale/lease deed(s) dated 12/10/23 registered in the office of sub- Registrar Bareilly Sadar First in Book no.1 Binding no.14636 Page no.179 to 210 Serial no.14973
- **Khet no.117** Village Nawadiya Ilaka Singhai Bareilly, Uttar Pradesh -243006. admeasuring (0.7910 hectares , 7910 square meters) situated at Nawadiya Ilaka Singhai in Tehsil & District Bareilly (" Kings Park Residency ") vide sale Deed dated 12/10/23 registered in the office of sub-Registrar Bareilly Sadar First in Book no.1 Binding no.15038 Page no.323 to 352 Serial.no.15794

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- The Said Land is earmarked for the purpose of plotted development of a [commercial/residential] project, comprising -- residential plots, --- commercial plot and ---sector shopping the said project shall be known as ("**Kings Park Residency**") : A copy of the approved layout plan of the Project by BDA is annexed herewith as **Schedule I**.
- 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. The details of the Sale deed(s) is attached herewith as **Schedule II**
- The Bareilly Development Authority has granted the commencement certificate to develop the Project vide approval dated 26/9/2024 bearing registration No. Plotted Resi development/Plotted Housing/**02258/BDA/LD/23-24/0576/31012024** Dated 26/9/2024
- The Promoter has obtained the layout plan, sanctioned latter and all necessary approvals for the Project from **Bareilly Development Authority**. The promoter has given inspection to the Allottee/s and displayed at its offices all available approvals/permissions, including the approved layout plan of the project. The said approvals are available at the site and registered office of the Promoter. The Promoter agrees and undertakes that it shall not make any changes to these approved layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at on..... under registration No.**UPRERAPRJ.....**
- The Allottee(s) had applied for a residential plot in the Project vide application dated - - /- -/- - -and has been allotted Plot No ____ as detailed in **schedule III** (herein "**Plot**") along with (i) pro rata right in the common areas ("**Common Areas**") as defined under clause (d)of Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules 2016.
- The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- The Allottee/shall be entitled to use the Common Areas on such terms and conditions as may be stipulated from time to time by the promoter or Maintenance Agency or Association of Allottees (herein "**Association**"), which will be comprising of all the Allotees of the project.

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- The promoter has informed him/her/them that the such services and facilities viz. road, water supply, drainage, sewer and sewer treatment plant, electricity supply system and other amenities of common use of the project.
- 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;
- 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;
- 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 Plot as specified in Para G as detailed in **Schedule III.**

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:

• **TERMS:**

- Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Plot as specified in para G
- Both the parties confirm that they have read and understood the provisions of section-14 of the Act.
- The Total Price for the Plot is mentioned in the **schedule IV**

Explanation:

- The Total Price includes the Application money booking amount paid by the Allottee(s) to the Promoter towards the Plot.
- The Total Price above excludes Taxes (consisting of tax paid or payable by the customer by way of goods and service tax (GST), If applicable, Registration Fees (Stamp Duty) or any other similar taxes which may be levied, in connection with the development of the Project (payable by customer) up to the date of registry of the plot.
- 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

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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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- The promoter shall intimate in writing to the Allottee, the amount payable as stated in (i) & (ii) 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.

- 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/charges/taxes payable to the BDA/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:

- The Total Price of Plot includes recovery of price of land, construction of common Areas, cost of providing electrical connectivity of the project, water line connectivity to the plot, external development charges, taxes/fees/charges/levies etc. and includes cost for providing all other facilities and amenities as agreed by Promoter to be provided in the Plot. (But not electrical cables, metering panel and electrical connection for personal use by a plot owner).

- The Allottee/s acknowledge and accepts that promoter has informed & showed him/her that as per the present understanding received from consultants, GST is not payable on the sale of the Plot or on this transaction, and accordingly none is being charged by Promoter, However, if the competent authorities/court in future conclude that GST is payable on sale of the Plot or on this transaction and also impose any interest or other penalty thereon then the same shall be borne and payable by the Allottee/s. The Allottee/s further confirms that the Promoter shall have the charge on the Plot in respect of any amount outstanding and payable by the Allottee/s in terms of this Agreement.

- The Allottee(s) shall make the payment as per the payment plan set out in **Schedule (IV)**

- 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 @ 8% per annum for the period by which the respective installment has been advanced. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

- It is agreed that the Promoter may make such minor additions or alterations in the layout as may be permitted by the laws of the applicable authority, or such minor changes or alterations as per the provisions of the Act.

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Subject to the Para below the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

- The Allottee(s) shall have exclusive ownership of the Plot
- The Allottee(s) shall also have undivided proportionate right to shall use the Common Areas, Since the right of Allottee in Common Areas is undivided and cannot be divided or separated, The Allottee shall use the common areas along with other occupants, maintenance staff etc, of the Project without causing any inconvenience or hindrance to them.
- It is clarified that the Promoter shall handover the Common Areas to the Association/Local authorities after duly obtaining the completion certificate from the competent authority or as provided in the applicable laws. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- The Allottee has the right to visit the project site to assess the extent of development of the project and his/her/their Plot.
- It is made clear by the Promoter and the Allottee(s) agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project 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 shall be available only for use and enjoyment of the Allottee(s) of the Project.
- It is understood by the Allottee(s) that all other areas and facilities falling outside the Project, namely Kings Park Residency shall not form a part of the declaration to be filed with UPRERA, to be filed in accordance with the UPRERA
- The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities Payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot 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

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authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- The Allottee(s) has paid an Advance Money/booking amount being part payment towards the Total Price of the Plot the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Plot as prescribed in the payment Plan (**Schedule IV**) as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in Payment towards any amount which is payable, he/she shall be liable to pay interest at the rate mentioned in **Schedule III**.

- **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 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:

Name – Jageshwar Dham Developers Collection Account For Kings Park Residency

Account No. 120031865324

IFSC code – CNRB0002838

Bank – Canara Bank

Branch –Rajendra Nagar, Bareilly.

- **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

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

- The Promoter shall not be liable 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

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this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

- **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 against the Plot, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

- **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 towards offer or possession of the Plot to the Allottee and the common Areas to the Association or to the competent authority, as the case maybe.

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

- **DEVELOPMENT OF THE PROJECT:**

The Allottee has seen the approved layout plan, amenities and facilities of the Project where the Plot is located and has accepted the payment plan. The Promoter shall develop the Project in accordance with the approved layout plant. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such layout plan approved by the competent Authorities and shall

also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the BDA and shall not have an option to make any variation/alteration/modification in such layout plan, other than in the manner provided under the Act/Rules, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

- **POSSESSION OF THE PLOT**

- **Schedule for possession of the said Plot:** The Promoter agrees and understands that timely offer of possession of the Plot to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, based on the approved layout after completion of development to hand over possession of the Plot before **26 sep 2029** with extended grace period of six months, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any other calamity caused by nature affecting the regular development of the real estate project or reason beyond the control of the promoter (“**Force**

Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure Conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then the allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. It will be the duty of the Promoter handover the common areas and facilities to the Association once all the project are completed. The promoter shall not charge more than the normal maintenance charges from the Allottee/s.

- **Procedure for taking possession** - The Promoter, shall facilitate the execution of the conveyance deed of the Plot, in favor of the Allottee(s) within 30 Days of the date of signing of this agreement. The Promoter on its behalf shall offer the possession of the plot to the Allottee(s) in writing within 7 days of execution of conveyance deed. The Allottee(s) are also obliged to take all necessary actions required on their behalf in order to facilitate the successful execution of conveyance deed within the agreed period of 30 Days,

The actions include (but not limited to) the payment of dues either from their personal sources or through bank finance (or any other finance institution) wherever applicable. In case the Allottee(s) fail to pay agreed amount of the plot to the promoter, either from their own sources or through a finance institution like Bank, within the aforementioned period of 30 Days, it would be deemed to be cancellation by the Allottee(s) as mentioned in clause 7.5 below and relevant forfeiture rules will be applicable as mentioned in clause 7.5 below. The Allottee agrees to pay the maintenance charges as determined by the promoter on the date of offer of possession of plot .

Failure of Allottee(s) to take Possession of Plot: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee(s) shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7.2, such Allottee(s) shall be liable to pay to the Promoter, holding charges and safeguarding charges as mention in schedule IV for the period beyond 60 days till actual date of possession of Plot in addition to maintenance charges as specified in Para 7.2. The term holding charges mean the applicable and holding penalty @ Rs 3 per sq. ft. per month and if applicable for the entire period of such delay.

- **Possession by the Allottee(s)** –After handing over physical possession of Plot to the Allottee, it shall be the responsibility of the promoter to handover the necessary documents and Plans, including the Common Area to the Association or the competent authority, as the case may be, as per the applicable law.

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• **Construction of House by the Allottee(s)** -The Allottee(s) agrees that he/she will start the construction on the plot only after the conveyance deed has been executed. The house design and front elevation will be provided by the promoter after approval of type design from BDA. The applicant agrees to strictly adhere to the type design and front elevation in order to maintain the uniformity and aesthetic value of the housing project. The applicant further agrees to make all efforts to ensure that the building material stored for construction of his/her house shall not in any way hinder the site development activity being done by the promoter. In case the promoter requests, Allottee(s) or his appointed contractor shall be obliged to remove the building material from common areas.

• **Cancellation by Allottee(s)**– The Allottee shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act. Provided that where the Allottee(s), Proposes to cancel/withdraw his/her/their Plot without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount being 10% of the Basic Price paid for the allotment as well as 'Non- Refundable Amount'. Non Refundable Amount shall mean (i)Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on registration of the Agreement, if Agreement to Sale is registered and (v) administrative charges as per Promoter policy; (vi) any other taxes, charges and fees payable by the Promoter to the government authorities.

The Promoter shall refund the balance amount of money paid by the Allottee from the sale proceeds as and when realized from re-allotment of the Plot. In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall not be responsible in any manner, whatsoever. If for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest/compensation for such delay,

• **Compensation** –The Promoter shall compensate the Allottee in case of any loss caused to him/her/their due to defective title of the land, on which the Project is being 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 provide under any law for the time being in force.

Except for occurrence of a Force Majeure Events, Court orders, Government policy /guidelines, decisions, pandemic, law and order, reasons beyond the control of the Promoter and non- compliance of the terms and conditions by Allottee, if the Promoter fails to complete or is unable to give offer of possession of the Plot for Residential usage,

- in accordance with the terms of the Agreement, duly completed by the date specified in para 7.1; or
- 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;

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the Promoter shall be liable, on demand by 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/her in respect of the Plot for Residential usage,

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee compensation for every month of delay at the rate of Rs50/- per sq. yds. of area of the Plot per month, till the offer of the possession of the Plot, It is expressly clarified and agreed that except the aforesaid compensation, nothing is payable by the Promoter on any head/account whatsoever towards delay in offer of possession,

It is expressly clarified and agreed that (i) no compensation/interest is payable on the amount/s received towards the stamp duty, registration fee, applicable taxes, TDS, deposits, charges, applicable taxes etc. (ii) nothing shall be payable by the Promoter beyond the date of written offer of possession of the Plot, for any reason whatsoever, irrespective of the Allottee not taking possession of the Plot and if the Allottee does not intend to withdraw from the Plot, the Promoter shall pay the Allottee the compensation for every month of delay, till the offer of possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days or it becoming due.

• **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- The [Promoter] has absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- The Promoter has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;
- There are no litigations pending before any Court of law with respect to the said Land, Project.
- All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Plot and common areas;
- 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;
- The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to

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the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee(s) in the manner contemplated in this Agreement;
- At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s) and the common areas to the Association of the Allottee(s);
- 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;
- The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Plot (equipped with all specifications, amenities and facilities as per this agreement) has been handed over to the allottees.
- To best of the Promoter Knowledge 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

• **EVENTS OF DEFAULTS AND CONSEQUENCES**

- Subject to the Force Majeure clause, the Promoter shall be considered under condition of Default, in the following events:
- Promoter fails to offer possession (defined in Para 7.2 above) of the Plot to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the project within the stipulated time registration of the Project with the Authority.
- 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.
- In case of default by Promoter under the conditions listed 9.1(i) above a non-defaulting Allottee is entitled to stop making further payments to Promoter as demanded by the

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Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones for which payment is demanded, and only thereafter the Allottee will be required to make the next payment for the applicable construction milestone. However, the Allottee shall have the option to terminate the Agreement only in case Promoter fails to offer possession of Plot even after lapse of 7 months from the time period as specified in Schedule-III.

(ii) In case of default by Promoter under the conditions listed 9.1(ii) above a non-defaulting 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 Plot;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement he/she/they shall be paid, by the Promoter, the compensation for every month of delay till offering possession of the Plot which shall be paid by the Promoter to the Allottee within 45 days or as becoming due.

- The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:
 - In case the Allottee fails to make payment demanded by the Promoter as per the payment plan annexed here to (Schedule IV), despite having been issued notice in that regard, the Allottee shall be liable to pay simple interest to the Promoter on the unpaid amount at the rate of 10% p.a.;
 - The Allottee commit/s any default and / or breach of the terms and conditions of this Agreement
 - In case of default by Allottee under the condition listed above continuous for a period beyond 2(two) consecutive months despite notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot and refund the money paid to it by the Allottee after deducting the booking amount as well as Non Refundable Amount (defined in Para 7.5 above) out of the sale proceeds, when realized from the re-allotment of the Plot. The Promoter must not be in default to take this benefit. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior notice to such termination.

• **TRANSFER/CONVEYANCE OF THE PLOT:**

- Subject to the terms of the Agreement and norms of BDA and subject to the Allottee clearing all dues including interest, taxes, levies, etc. if any, at any time prior to the execution of the Sale/Conveyance Deed, the Allottee may transfer or substitute or nominate a third party and may get the name of his/her/their transferee or nominee substituted in his/her/their place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in BDA, if any, in this regard. Such transfer/substitution/nomination shall be permitted only upon payment of administrative charges & transfer charges (taxes extra) as per the prevailing policy of the Promoter in this regard and upon the Allottee providing necessary documents for

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transfer/substitution/nomination as per the policy/guidelines of the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer substitution / nomination and (ii) charges, fee, etc. if any imposed / levied / charged by BDA / Association or any other authority on such transfer / substitution / nomination shall be paid by the Allottee / third party transferee.

- At any time after execution of Agreement to sale / allotment of the Plot, administrative fees of Rs. 25,000/- (Rupees Twenty-Five Thousand only) [taxes extra] plus prevailing transfer charges as per prevailing policy of the Promoter shall be payable in case such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee. The cost / fee / charges / duty for execution / registration of such documents to affect such transfer post approval of the Promoter shall be borne and payable by the Allottee. However, for such transfer, the permission from both the Joint Allottee is mandatory.

- The Promoter, on receipt of Total Price of the Plot as per para 1.2 from the Allottee and other charges including maintenance as per Schedule IV, shall execute a sale Deed and convey the title of the Plot within 30 days from the date of issuance / application of the completion / part completion certificate of Project.

- The Allottee shall also be liable to pay to BDA or any other authority the fees / charges, if imposed on account of failure to get the sale / conveyance deed registered

However, In case the Allottee fails to deposit the stamp duty and/ or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the sale/conveyance deed in his/her favor till payment of stamp duty and registration charges to the promoter is made by the Allottee.

- **MAINTENANCE OF THE SAID PROJECT/ PLOT**

- Upon payment of Common Area Maintenance (CAM) charges, 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 or local authority, as the case may. The tentative cost of such maintenance has been mentioned in Schedule-IV. The Promoter shall be entitled to revise the CAM charges from time to time and adjust any defaults in payment of CAM charges from the pool of Interest Free Maintenance Security (IFMS) paid by all the allottees of the Project.

- The Association shall be required to take over the maintenance and management of common areas and common assets of the Project as per the Act. The IFMS pool, net of cumulative defaults, shall be transferred to the Association.

- The Allottee agrees to join an association of Allottee/s of the Project for maintenance and management of common areas and common facilities of the Project and accordingly shall pay maintenance charges. For the purposes of avoidance of doubt, it is clarified that the such maintenance charges shall commence on expiry of 60 (sixty) days from the date

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of written offer of possession of Plot, regardless of whether the Allottee has taken such possession or not.

- **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 relating to such common area development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

The Promoter shall not be liable to rectify any defects attributable to the negligence by the Allottee and /or other allottee/s.

- All materials like wood, wood based products, Tiles, Plumbing Material, natural stone etc. are prone to natural wear and tear as well as wear and tear due to ordinary usage, for which Promoter will not be responsible and responsibility shall lie entirely with the user. Any damage due to mis-use to these items referred, by the occupier, shall be also the sole responsibility of the Allottee.

- **RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee(s) hereby agrees to purchase the Plot on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time. The Allottee(s) agree(s) to pay maintenance charges as per Schedule IV to the Resident Welfare Association (RWA) of the current and future residents of Kings Avenue, through an account payee cheque, which will be collected in advance by the Promoter on behalf of the RWA, whether or not the RWA has been formed on the date of conveyance deed.

- **RIGHT TO ENTER THE PLOT FOR REPAIRS**

The Promoter / maintenance agency /association of Allottee(s)/ Competent Authority shall have rights of to enter into Plot, if required for any maintenance related works after giving due notice unless the circumstance warrant otherwise,

- **USAGE**

The service areas, if any, as located within the Project shall be earmarked for purposes such as services including but not limited to electric, transformer, water tanks, pump rooms, maintenance and service rooms, etc. and other permitted uses as per sanctioned plan. The

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Allottee shall not be permitted to use the services area and in any manner whatsoever other than those earmarked and the said service areas shall be reserved for use by the Promoter for rendering maintenance services.

• **GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:**

- The Allottee after taking possession shall be solely responsible to maintain the Plot as well as construction thereon at his/her/their own cost and expenses, and shall not do anything which may be in violation of any laws or rules of any authorities.
- The Allottee shall not put any sign-board/name-plate, neon light, publicity material or advertisement material, etc. on the face and façade of building to be constructed on the Plot or anywhere on the exterior of the Project or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot and /or in the building to be constructed on the Plot.
- The Allottee shall have to directly take individual connection for his/her/their Plot and building to be constructed thereon from the electricity distribution company at its own cost and expenses, The Promoter is not under obligation to provide electrical connection to the Plot, however, if the electrical connection is facilitated by the Promoter, then the proportionate cost/expenses of such facilitation shall be borne and payable by the Allottee.
- The Allottee shall have no right and interest in the commercial area, etc. of the Project and the Promoter shall have sole right and absolute discretion to sell/transfer/mortgage, decide the usage, manner and method of disposal of the same on such terms and conditions, as it may deem fit and proper.
- The Allottee under no circumstances shall install DG/any other equipment in Common Areas of the Project. The Allottee shall make at his/her/their cost and expenses own arrangement for power back up to the Plot and building to be constructed thereon.
- The Allottee shall alone be liable for the safety, security /insurance of his/her/their goods and belonging in plot as well as building to be constructed on the Plot at his/her/their own cost and expenses and in no manner Promoter or Maintenance Agency shall be responsible in this regard.
- The Allottee agrees and understands that the allotment of the Plot is on as is where is basis including its levels. However, the level of Plot shall not be more than 1.5 ft. below the abutting road. In case the level of the Plot is lower than the specified 1.75 ft. then the Promoter shall reimburse the equivalent amount of cost of earth filling to the Allottee or the Promoter shall undertake earth filling level upto 1.75 ft. below the abutting road. Beyond the specified 1.75 ft. level, it shall be the responsibility of the Allottee to do the earth filling at his/her own cost and expenses.

- The Allottee agrees and understands that any requirement as to the provision of rain water harvesting system s per the applicable norms on the Plot shall be complied by the Allottee on its/her/his own cost without casting any liability on the Promoter.

- **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S)**

The Allottee(s) is entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Plot, all the

requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Plot at his/ her own cost.

- **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 layout plan has been approved by the competent authority (ies) except for as provided in the Act.

- **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Plot. The promoter may raise finance for construction or otherwise by mortgaging the unallotted plots/commercial area in the Project and receivables therefrom.

- **PLOT OWNERSHIP ACT (OF THE RELEVANT STATE)**

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the The Real Estate (Regulation and Development) Act, 2016. The Promoter showing compliance of various laws/regulations as applicable in RERA

- **BINDING EFFECT**

Forwarding the Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers the 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 and secondly, the Allottee appears for registration of the same before the concerned Sub Registrar. Bareilly as and when intimated by the Promoter

- **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 thereunder including other Applicable Laws of India for the time being in force.

- **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO:**

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Wherever in the application/allotment, it is stipulated that the Allottee has to make any payment in common with other allottee(s) in Project/the same shall be derived and determined on the basis of the plot area of the Plot.

- **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, but includes Maintenance Agreement signed along with this agreement, between the Parties in regard to the said Plot, as the case may be.

- **RIGHT TO AMEND**

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

- **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S)**

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

- **WAIVER NOT A LIMITATION TO ENFORCE**

- 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).

- 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.

- **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

- **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

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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.

• **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(s). After the Agreement is duly executed

by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Bareilly

• **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:

Name of Allottee(s).....

Residing of _____(Allottee(s))

Address.....

M/s Jageshwar Dham Developers

(Address)-71,Nawada Shekhan Bareilly, Uttar Pradesh -243001

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

• **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).

• **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.

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34: SAVINGS

Any application, letter, allotment letter, agreement or any other document signed by the allottee, in respect of the plot, shall not be prior to the execution and registration of this Agreement for Plot shall not be construed to limit the right and interests of the allottee under this agreement or under the Act or the Rules or the Regulations made there under.

• **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.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

Signature _____ Name _____ Address _____

Signature.....

... Name

Address

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

(1) Signature (Authorised Signatory _____ Name _

At _____ on _____ on the presence of :

WITNESSES:

On behalf of Allottee(s)

Singature

Name _____ Address _____

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- On behalf of

PromoterSignature

Name _____Address _____

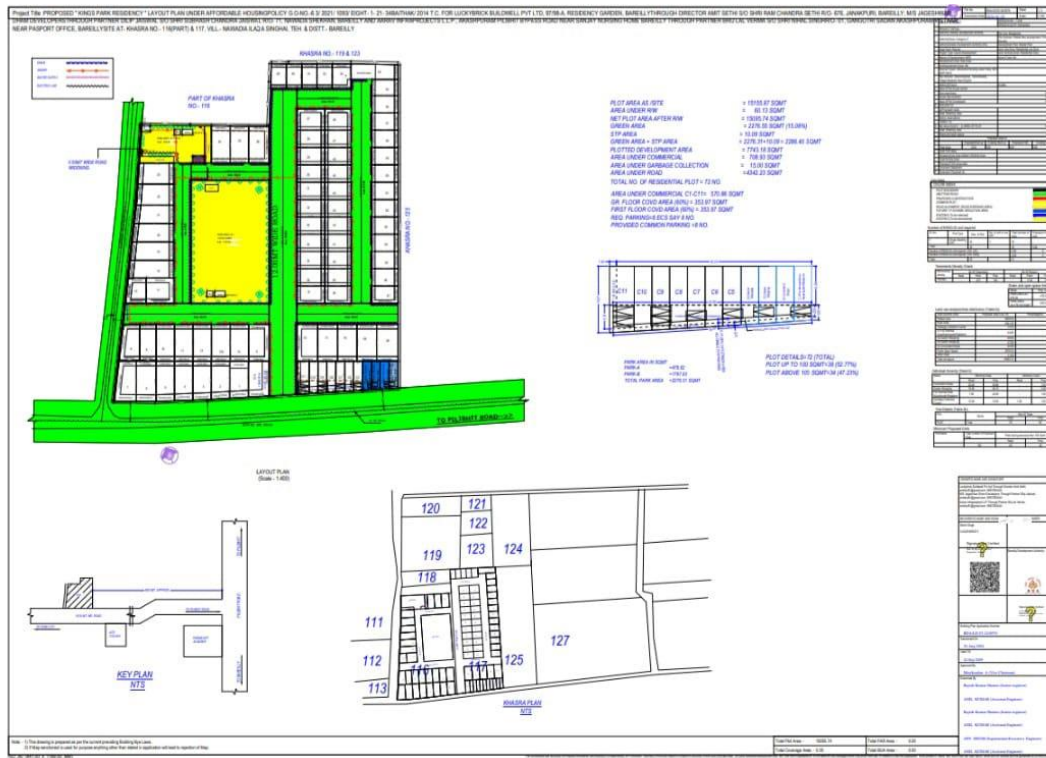
Customer Care: _____

Account: _____

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LAYOUT PLAN



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SCHEDULE II

DETAILS OF DEEDS OF PROJECT LAND

S. No.		KHASRANO.	AREA TAKEN (in Sq.Mtr)	SALE DEED NO.	DATE
Khet no.116(part)		116 (part) Village – Nawadia Ilaqa Singhai, Bareilly, Uttar Pradesh	0.7245 hectares 7245.875 square meters)	Book no.1 Binding no.14636 Page no.179 to 210 Serial no. 14973	12/10/2023
Khet no.117		117 Village – Nawadia Ilaqa Singhai Bareilly, Uttar Pradesh	(0.7910 hectares , 7910 square meters)	Book no. 1 Binding no.15038 Page no.323 to 352 Serial no.15794	12/10/2023

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SEHEDULE – III DETAILS OF PLOT

1.	Details of the Plot	Plot No.		
2.	Plot Area (in sqm)*			
3.	Schedule Date of Offer of Possession	Date/month/year		
4.	Payment Schedule	Schedule – IV		
5.	Deposit, outgoings and other charges	Schedule – IV		
6.	<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;">token Money</div> <div style="width: 30%;">Initial amount/Application</div> </div>	Rs.		
7.	Details of payment of Initial token amount	Cheque no.	Date	Bank
8.	Payments to be made in favor of	Bank Account Name: JAGESHWAR DHAM DEVELOPERS COLLECTION A/C FOR KINGS PARK RESIDENCY		
		<i>Bank Name: CANARA BANK</i>		
		Bank Account No: 120031865324		
		IFSC CODE: CNRB0002838		
		Branch: Rajendra Nagar, Bareilly.		
9.	Interest for delayed payments	10% p.a		
10.	Remark if Any			

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*Area measurement is approximate and subject to variation

#The Promoter shall not be liable to the Applicant/s for any incorrect details, information and representations provided by the Real Estate Agent/Broker/Channel Partner.

#Subject to terms and conditions mentioned in the Agreement for Sale.

Note: in case of electronic transfer of payment the Applicant/s shall inform the Promoter of the transfer in writing

SCHEDULE – IV

TOTAL PRICE AND PAYMENT SCHEDULE

- **Total Price Payable**

PARTICULARS	AMOUNT (IN RS.)
BASIC PRICE	

- **Maintenance related charges/security/other charges to be paid before possession of the Plot**

The indicative maintenance charges are calculated @ Rs. 20/ per sq. yds per month for plot. Also, 24 Months Advance Maintenance Charges shall be payable in advance at the time of offer of possession of Plot. The Allottee shall also hand over post-dated cheques for maintenance charges for months 13 to 36 to Promoter before Possession. The indicative maintenance charges are excluding applicable taxes.

Please note that the above indicative maintenance charges have derived on the basis of cost as in April 2021. However the final Maintenance Charges shall be intimated at the time of offer of Possession of the Plot, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are

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excluding applicable taxes. Further, maintenance charges can be revised at any time in spite of payment of such charges in advance.

Interest Free Maintenance Security (IFMS) Rs.50,000/- shall be additionally payable

If applicable Holding Charges @ Rs. 20/- per sq.yds per month of the plot area of plot and safeguarding Charges @ Rs. 20/- per sq.yds., per month of the plot area of plot shall be payable.

Applicable taxes on all the above charges are to be paid additionally

- **Payment Schedule**

PAYMENT PLAN	
At the time of booking	10% of Basic Price
Within 30 Days of Booking	90% of Basic Price

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NOTE:

1. In the event of delay in payment of Basic Price/Extra Charges and/or incase the Applicant/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @ 10 % p.a. from the date such amounts fall due till realization of payments by the Promoter.
2. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the other amounts shall be payable by the Applicant. The quantum of such taxes, levies, duties, cess, charges as decided/quantified by the Promoter shall be binding on the Applicant/s.
3. The Applicant/s shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation of Association, membership fees, legal charges, formation of Association and consultancy retainer fees, etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of Conveyance/sale deed etc.
4. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement for Sale and Conveyance/Sale Deed of the Plot and Sale Deed of the Common Areas to the Association shall be payable by the Applicant/s.
5. The Applicant/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of his/her failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
6. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant.

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