

**Sale Consideration Rs. ....,-**

**Stamp duty ....,-**

**AGREEMENT FOR SALE WITHOUT POSSESSION**

This Agreement for Sale (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) executed on this ..... day of ..... (Month), 2025.

**By and Between**

M/s NARENA INFRA PVT. LTD. (CIN: U45201UP2021PTC145717) a company incorporated under the provisions of the Companies Act, 2013 having its Regd. office at 4/65, Sector 4, Gomti Nagar Extension, Lucknow-226010, through its authorized signatory Shri. ...., son of ....., duly authorised vide resolution passed in the meeting of the Board of Directors, held on ..... hereinafter referred to as Promoter/Vendor No 1 (which expression shall mean and include its nominees, assignees, legal representatives etc.) of the ONE PART.

AND

M/s. Think Buildwell PVT. LTD – (CIN: U70109UP2021PTC156890) a Company duly incorporated under the provisions of the Companies Act, 2013 having its office at Registered Address Address 4<sup>TH</sup> Floor, Shalimar Eldee Plaza, Opp. HAL, Faizabad Road, Lucknow-226016 through its authorized signatory ..... son of ..... duly authorized vide resolution passed by the Board of Directors in their meeting held on ..... hereinafter referred to as the Landowner / Vendor No. 2 (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and includes successor-in-office and/or assigns)

IN FAVOUR OF

1). ..... Son of ..... and 2). Mrs. .... Son Of/wife of ..... Both resident of ..... presently residing at \_\_\_\_\_ hereinafter referred to as Allottee / Second Party/Purchaser (which expression shall mean and include his nominees, assignees, legal representatives etc.) of the OTHER PART.

The Promoter/Vendor No.1 and the Landowner / Vendor no. 2 have collectively been referred to as the "**VENDORS**". **However, liabilities of Vendor 1&2 have been defined in relevant clauses as appearing hereinafter.**

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

WHEREAS In this agreement, unless the context requires otherwise:-

- Reference to the singular includes a reference to the plural and vice versa.
- Reference to any gender includes a reference to all other genders.
- The buyer is male, female, company, firm, trust, etc., the expressions 'he, him, she, her, herself, herself, it, itself etc. in this agreement in relation to the buyer shall be deemed as modified and read suitably as the context requires.
- There is more than one Promoter/owner the expression Promoter/owner/ buyer (s) in the agreement shall be construed as including each of such buyer, its heirs, executors, administrators, representatives, assigns etc.

**DEFINITIONS:**

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

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **"Flat/Unit"** shall mean a Flat/Unit being constructed/ developed on the Project land capable of being independently and exclusively occupied, meant for residential use only.
- (c) **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including, Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016, UP Apartment(Promotion of Construction, Ownership And Maintenance) Act,2010 or any other Act/Rules.
- (d) **"Approved Plans"** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said project is to be developed along with any/all variations/amendments/ changes to be made by the promoter as per the applicable laws and provisions of the Act and rules and regulations thereon.
- (e) **"Association of Allottee (AOA)"** shall mean and include the Maintenance Society/Resident Welfare Association (RWA)/ Association or anybody, by whatever name called, that may be formed as per requirement of clause (e) of sub section (4) of section 11 of the Act.
- (f) **"Booking amount" is defined as 10% percent of the cost of the Flat.**
- (g) **"Building"** shall mean the building/ tower in the Said Project where the Allottee has been allotted his **"Unit/Flat"**.
- (h) **"Carpet Area"** means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Flat, meant for the exclusive use of the Allottee; and "exclusive open terrace area" means the area

of open terrace which is appurtenant to the net usable floor area of an Flat, meant for the exclusive use of the Allottee ;

- (i) **"Completion Certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws, including the right of completion accruing to the promoter/landowner as per the Section 4(5) of The Uttar Pradesh Flat Promotion Of Construction, Ownership And Maintenance Act, 2010 as deemed completion.
- (j) **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities, equipment and spaces in the Project which are meant for common use and enjoyment of all the occupants of the Project and more particularly described in **Schedule F** attached hereto.
- (k) **"Deemed completion"** as per the Uttar Pradesh Flat (Promotion of Construction, Ownership and Maintenance) Act, 2010 shall mean that the project is complete and the promoter/land owner have applied for the Completion certificate with concerned authority but not yet received. For this purpose "completion" means the completion of the construction works of a building as a whole or the completion of an independent block of such building, as the case may be.
- (l) **"Delay Payment Interest"** means the amount to be paid on account of delay in the payment of any/all charges/installment calculated at the Interest Rate (Specified herein below) and shall include compensation for any loss caused due to delay in payment or any other loss caused to the promoter/landowner
- (m) **"Government"** means the Government of the State of Uttar Pradesh;
- (n) **"Interest Rate"** means the rate of Interest payable by the promoter to the Allottee or by the Allottee to the promoter/landowner, as the case may be, shall be the rate equals to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% or such other rate as may be applicable from time to time as per the Act and Rules.
- (o) **"Limited Common Area"** means those common areas and facilities like terrace area, roofs etc. which are designated in writing by the promoter before the allotment, sale or other transfer of any Flat as reserved for use of occupants of certain Flat to the exclusion of occupants of other Flat(s).
- (p) **"Maintenance Agency"** shall mean a company, firm, Association or body or such other persons as may be appointed by the Promoter or the Association of Allottee for the purpose of maintenance of the said project.
- (q) **"Project"** shall mean a group housing project having Flat/Unit along with parking spaces, Convenient shops, stores, Common areas and Facilities, Limited Common areas and Facilities, open spaces etc. and all that is constructed/ to be constructed on the said project land consisting of stilt and 2 basements parking to 25<sup>th</sup> Floor, named as **'THE ELITE '**.
- (r) **"Project land/ Land"** shall mean the land situated at Plot No. GH-1/09 situated at Sector-1. Vardan Khand, Gomti Nagar Vistar Yojna, Lucknow admeasuring 5252.8 sq. mts. on which the said project is being developed and is demarcated and shown in **Schedule- A**.

- (s) **“Proportionate Share”** with reference to common expenses means that proportion of the common expenses which is payable by the Allottee for the maintenance of the Project.
- (t) **“Rules”** means the Regulations made under the Real Estate (Regulation and Development Act, 2016 for the State of Uttar Pradesh);
- (u) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- (v) **“Schedule”** means the Schedule attached to this Agreement.
- (w) **“Section”** means a section of the Act.

**WHEREAS:**

WHEREAS The Vendors are the absolute owner and in possession of residential building 'THE ELITE' on Plot No. 1/09, situated at Sector-1, Gomti Nagar Extension, Lucknow-226010 admeasuring 5252.8 sq. mts. (**“Said project Land”**)

The Plot No. GH-1/09 admeasuring 5252.80 sq. mts. situated at Sector-

1. Vardan Khand, Gomti Nagar Vistar Yojna, Lucknow, Ward Rafi Ahmad Kidwai Nagar was purchased by Smt. Smriti Garg from the Lucknow Development Authority, Lucknow vide a sale deed which is duly registered and recorded in the office of the Sub Registrar of Assurances – II, Lucknow in Bahi No.1, Jild No - 17719 at pages 147 - 180 at serial no. No. 156 on 05.01.2016.

**WHEREAS**

That the Plot No. GH-1/09 admeasuring 5252.80 sq. mts. situated at Sector-1. Vardan Khand, Gomti Nagar Vistar Yojna, Lucknow, Ward Rafi Ahmad Kidwai Nagar one such Plot no. 1/09, Group Housing Site, Sector -1, Gominagar Extension, Lucknow, was sold and transferred by Smt. Smriti Garg in favour of the confirming party i.e. Think Buildwell Pvt. Ltd. The said sale deed is duly registered with the concerned Sub-Registrar of Assurances Lucknow, and is recorded in the office of the same in Bahi No.1, Jild No - 27314 at pages – 305-332 at serial no. No. 722 on 23.01.2024.

**WHEREAS**

That a Builder's Agreement was executed in between Narena Infra Pvt. Ltd. i.e. the Vendor and Think Buildwell Pvt. i.e. the confirming party. The said agreement is duly registered with the concerned Sub-Registrar of Assurances Lucknow - II, and is recorded in the office of the same in Bahi No.1, Jild No – 27861 at pages - 1-80 at serial no. No. 13101 on 20.12.2024.

- A. The Allottee has accepted and understood that the Vendors have obtained all the mandatory approvals from the competent authority/ies and is constructing a multistoried residential complex known as 'THE ELITE' on Plot No. 1/09, situated at Sector-1, Gomti Nagar Extension, Lucknow-226010, consisting of stilt and 2 basements parking to 25<sup>th</sup> Floor, according as per plan which is under construction. and the said project shall be known as **'THE ELITE' (Project)**;

Provided that where land is earmarked for any institutional or otherwise purpose required for development the same shall be used for those purposes.

- B. The Promoter and the Landowner are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter and the Landowner regarding the Said Land on which Project is to be constructed have been completed;
- C. The Promoter and the Landowner have obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the Flat or building, as the case may be, from Competent Authority. The Promoter and the Landowner agree 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;
- D. The Lucknow Development Authority has granted the commencement certificate to develop the Project vide approval dated bearing Permit No. Group Housing/10018/LDA/BP/23-24/2812/10112023.

E. The Vendors have registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on ..... under Registration no. ....

F. The Allottee being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the project land, has applied for an Flat in the Project vide Application No. RG-..... Dt. .... and has been allotted Unit as Flat No. ...., ...TH Floor having carpet area of ..... square meters (..... Sq. Ft.), Type- .... BHK, in Building along with One Basement parking in the residential complex known as 'THE ELITE' constructed over Plot No. 1/09, situated at Sector-1, Gomti Nagar Extension, Lucknow-226010 which will be allotted at the time of conveyance deed (exact size to be determined at that stage on the basis of finally approved parking plan) in the location to be finalized by promoter/RWA at the time of issuance of possession letter as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and in Schedule F and deed of declaration submitted before the concerned authority (hereinafter referred to as the "Flat/Unit" more particularly described in Schedule-A and the floor plan of the Flat is annexed hereto and marked as (Schedule-B));

The Allottee has also deposited a sum of ...../ (Rupees ..... Only) through Cheque No..... dated ..... Drawn on ..... Branch, the receipt of same is also acknowledged by the Builder. All payments made by the Allottee under this Agreement shall be received and handled solely by the Promoter. The Landowner shall have no responsibility or liability for the receipt, management, or refund of any payments made by the Allottee. The Allottee hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

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 this agreement after the due date till the date of payment.

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. 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;
- I. 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;

- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Allottee hereby agrees to purchase the Flat/Unit .

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

### 1. TERMS

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Vendors agree to sell to the Allottee and the Allottee hereby agrees to purchase the Flat/Unit.
- 1.2. Both the parties confirm that they have read and understood the provisions of Section -14 of the act.
- 1.3. The Total price of the Flat/Unit Rs. ....-/- (..... Only) i.e. applicable taxes and Society Charges which will be paid to the Government or association of Allottee as the case may be.

#### Explanation:

- (i) The Total Price of the above Unit excluding taxes; if any and all other charges is .....-/-, and the Total Price of the above Unit including taxes if any and all other charges is Rs.....-/-
- (ii) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Flat/Unit;
- (iii) 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 Flat/plot to the Allottee and the Project to the association of Allottee or the competent authority, as the case may be, after obtaining the completion certificate:  
 Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/modification:  
 Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee
- (iv) IFMS/Maintenance Deposit shall be transferred to the Maintenance Society/Agency or its nominee at the time of handing over the maintenance of common areas and facilities to the Maintenance Society/Agency without any interest. The Promoter shall periodically intimate to

the Allottee through E-Mail/ written Notice by Registered AD, 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 Vendors 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;

- (v) The Total Price of Flat/Unit will include recovery of price of land, construction of (not only the Flat but also) the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Flat, lift, taxes, water line and plumbing, finishing with paint, marbles, tiles doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat/Unit and the Project.

- 1.4. The total price is escalation- free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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 , which shall only be applicable on subsequent payments.

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

Provided that is there is any customization to be done in the Flat on the request of Allottee and due to which the price increases then it will be chargeable and the allottee hereby agrees to pay the amount as required.

- 1.5. The Allottee shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.6. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8% per annum for the period by which the respective installment has been proponed. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Vendors .
- 1.7. It is agreed that the Vendors shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities

described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Flat without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Vendors 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.

- 1.8. 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 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 carpet area then the Promoter shall refund the excess money paid by the Allottee within 45 days with annual interest at the rate prescribed in the rules from the date when such an excess amount was paid by the Allottee . If there is an increase in the carpet area, which is not more than 3% (Three percent) of carpet area of said Flat, 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 the same rate per square meter as agreed of this agreement.
- 1.9. That the Allottee has opted construction linked payment plan and accordingly a maximum period of 24 months of has been given maximum with a mutually acceptable extended period of 6 Months grace period as per RERA norms has been assured by the Vendors for delivery of possession of the said property deed from the date of execution of this agreement, subject to timely payments made by the Allottee.
- 1.10. The Allottee hereby agrees and understands except the Flat as described in schedule attached hereto and its undivided share of land in the project land, the Allottee shall have no ownership claim or right of any nature in respect of any un-allotted spaces/ areas such un-allotted spaces shall remain the exclusive property of the Vendors which it shall be free to deal with.
- 1.11. The Promoter (Vendor 1) agree and acknowledges that upon completion of the project the Allottee shall have the right to the flat as mentioned below . The Landowner (Vendor 2) shall be responsible solely for ensuring clear title of the project and providing approved project maps, the Allottee shall have the right to the Flat as mentioned below:
  - (i) The Allottee shall have exclusive ownership of the Flat.
  - (ii) The Allottee shall also have undivided proportionate share in common areas of the said project. Since the share/interest 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. without causing any inconvenience or hindrance to them. It is clarified

that the promoter shall hand over the common areas to the association of Allottee after duly obtaining the completion certificate from the competent authority.

- (iii) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Apartment 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 and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Flat. Further allottee understands the risks and hazards of visiting the construction site and he shall be liable for any injury /damage caused to them due to their own negligence or acting against the advise of the Vendors/Builder.

- 1.12. It is made clear by the Vendors and the Allottee agrees that the Flat along with covered parking 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 . It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottee of the Project.
- 1.13. The Vendors agree to pay all outgoings/ dues before transferring the physical possession of the Flat to the Allottee , which it has collected from the Allottee , 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)..

## **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 written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan[Schedule C] through A/c Payee cheque/demand draft/bankers cheque/NEFT/RTGS or online payment (as applicable) in favour of 'NARENA INFRA PRIVATE LIMITED COLLECTION ACCOUNT FOR THE ELITE ' Payable at LUCKNOW.

**. 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 the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Vendors with such permission, approvals which would enable the Vendors to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Vendors accept no responsibility in this regard. The Allottee shall keep the Vendors fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Vendors immediately and comply with necessary formalities, if any, under the applicable laws. The Vendors 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 Flat applied for herein in any way and the Vendors 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 of the Allottee against the Flat in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Flat to the Allottee and the Common Areas to the association of Allottee

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 **Schedule-C (“Payment Plan”)**

However, if there arises for any need for extension of time for completion of the project, the allottee may upon the request of the Promoter, may in writing give his consent to the authority/ies concerned after evaluating the situation at that relevant point of time.

## **6. CONSTRUCTION OF THE PROJECT/FLAT/UNIT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Flat 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 Vendors/Builder/Promoter. The Vendors/Builder/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Vendors/Builder/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 Lucknow Development Authority or any other competent authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendors/Builder/Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE FLAT:**

### **7.1 -Schedule for possession of the said Flat -**

The Promoter agrees and understands that timely delivery of possession of the Flat to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Flat along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on ..... with a grace period of ....., unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). 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 Flat

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 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. In case the project is developed in phases, it will be the duty of the promoter to maintain

those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees

**7.2- Procedure for taking possession** – The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Flat to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate.

Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be carried out by the Vendors within 3 months from the date of issue of completion/occupancy certificate (as applicable)}.

The Vendors/Builder/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendors/Builder/Promoter. The Allottee after taking possession, agrees to pay the maintenance charges as determined by the Vendors/Builder/Promoter /association of Allottee , as the case may be after the issuance of the completion/occupancy certificate (as applicable)/ for the project. The Promoter shall hand over the completion/occupancy certificate, (as applicable), of the Flat to the allottee at the time of conveyance of the same.

**7.3 Failure of Allottee to take Possession**– Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Flat 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 Flat to the Allottee . In case the Allottee fails to take possession within the time provided, 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 for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified.

**7.4 Possession by the Allottee** – After obtaining the completion certificate/ occupancy certificate (as applicable) and handing over physical possession of the Flat to the Allottees, it shall be the responsibility of the Vendors to hand over the necessary documents and plans, including the Common Areas, to the association of Allottee or the competent authority, as the case may be, as per the Applicable Law.

{Provided that, in the absence of any Applicable Law, the Vendors shall hand over the necessary documents and plans, including Common Areas, to the association of Allottee or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/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 are 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 remaining 50% (Fifty Percent ) of the balance amount on re-allotment of the Flat 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 / plot and also display this information on the official website of UP RERA on the date of re- allotment.

**7.6 Compensation** – The Vendors 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. The Promoter shall compensate the Allottee for any other losses, including those due to failure to complete or deliver possession of the Flat as per the terms of this Agreement, in the manner provided under the Act. For the avoidance of doubt, the Landowner shall have no liability for delays in possession or construction related issues.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee , 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 said Flat 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 Flat, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

The Vendors hereby represent and warrant to the Allottee as follows.

- (i) The landowner has purchased the land and has clear and marketable title with respect to they said land and the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possessions of the said land for the project has been obtained by the vendors.
- (ii) The Vendors have- lawful rights and requisite approvals from the competent authorities to carry out development of the project.
  - (iii) There are no encumbrances upon the said Land or the Project.
- (iv) There are no litigations pending before any court of law or Authority with respect to the said land, Project or the Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Flat are valid and subsisting and have been obtained by following due process of law. Further, the Vendors has been and shall, at all times, remain to be in compliance with at applicable law in relation to the project, said land, Building and Flat and Common Areas.
- (vi) The Vendors have 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 created herein, may prejudicially be affected.
- (vii) The Vendors have 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 Flat which shall, in any manner, affect the rights of the Allottee under this agreement;
- (viii) The Vendors confirm that the Vendors are not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this agreement.
- (ix) At the time of execution of the conveyance deed the Vendors shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee and the common areas to the association of the Allottee or the competent authority, as the case may be.
- (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 government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to their

competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Flat along with the common areas (equipped with all the specifications, amenities and facilities ) has been handed over to the Allottee and the association of Allottee or the competent authorities as the case may be.

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

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

9.1 Subject to the force majeure clauses Vendors shall be considered under a condition of default, in the following events.

- (i) Promoter fail to provide ready to move in possession of the Flat to the Allottee within the time period specified in this agreement or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Vendors business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.

9.2 In case of default by Vendors 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 Vendors If the Allottee stops making payments, the Vendors shall correct the situation by completing the construction milestones and only there after the Allottee be requires to make the next payment without any interest; or

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, 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 Flat, which shall be paid by the Vendors 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 continuous for a period beyond 3 (three) consecutive months after notice from the Vendor in this regard, the Vendor may cancel the allotment of the Flat in favor of the Allottee and refund the money paid to him by the Allottee after 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 30 days prior to such termination.

9.4 General rights and remedies available to the Vendors:

- (i) Upon termination of this Agreement by the Vendors, the Allottee shall not have any lien, right, title, interest, or claim in respect of the Unit. The Vendors shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever.
- (ii) Acceptance of any payment without interest shall not be deemed to be a waiver by the Vendors of their right of charging such interest or of the other rights mentioned in this Agreement.
- (iii) Without prejudice to the rights of the Vendors under this Agreement, the Vendors shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee under the Act or under any other law for the time being in force for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

## 10 CONVEYANCE OF THE SAID FLAT:

The Vendors, on receipt of total price of the Flat (Including interest on delayed payment and other charges as stated in this agreement) under the agreement from the Allottee , shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas to the Association of Allottee within 3 months from

the date of issuance of the completion certificate/ the occupancy certificate (if any) as the case may be:

{Provided that, in the absence of applicable law, the conveyance deed in favor of the Allottee shall be carried out by the Vendors within three 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 Vendors to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the Vendors is made by the Allottee.

#### **11. MAINTENANCE OF THE SAID BUILDING/FLAT/ PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the Allottee upon the issuance of the completion certificate. The cost of such maintenance for 2 (Two) year from the date of handing over of possession of the said flat to the allottee shall be paid by the allottee to the promoter @ Rs 3 per sq ft of Super Area plus GST on such amount .

#### **12. DEFECT LIABILITY:**

It Is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of 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 give the possession to the Allottee , whichever is earlier, it shall be the duty of the promoter to rectify such defect without further charge, within thirty days, and in the event of promoters failure to rectify such defect within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the act.

Further for the avoidance of doubt, the Landowner shall have liability for the title of the Land and approved maps.

#### **13. RIGHT TO ENTER THE FLAT FOR REPAIRS:**

The Vendors /maintenance agency/association of Allottee shall have rights of unrestricted access of all common areas, garages/parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/ or maintenance agency to enter into the Flat 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 ELITE** shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The Vendor may also arrange a provision for Storage space which will be saleable and only that Allottee shall be allowed to use that storage space provided in the basement who will bought it and it will not form part of Common area also. It can be used only by the person who bought it and only for the purpose it is bought. 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 Allottee formed by the Allottee for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT:**

15.1 Subject to Para above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat at his/her on cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Flat, 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 authorities or change or alter or make additions to the Flat and keep the Flat 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/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the building or anywhere on the exterior of the project, building there in or common areas. The Allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the building.

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

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

The Promoter shall be responsible for compliance with all laws, rules, regulations, and notifications applicable to the development, construction, and delivery of the Project, including the Real Estate (Regulation and Development) Act, 2016. The Landowner shall be responsible only for compliance related to the title of the Project Land and the provision of approved project maps.

**17. ADDITIONAL CONSTRUCTIONS**

The Vendors undertake that they have no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**18. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

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

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

**20. BINDING EFFECT:**

Forwarding this agreement by the Vendors does not create a binding obligation on the part of the Vendor or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and appears for registration of the same before the concerned Sub-Registrar (–.....) 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 Vendors, then the vendors 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 Flat 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 ALLOTTEE**

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

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the agreement waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee .

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

**25. SEVERABILITY:**

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

Act or the rules and regulations made there under or the Applicable laws as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**26. 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 in project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats in the project.

**27. NOMINATION**

The Allottee hereby nominates Ms. Ritu Srivastava R/o Flat No 15091, Tower 15, Prestige Song of the South Begur Koppa Road , Opp Raj Serenity Yelenahalli , Bangalore South , Bengaluru Karnataka 560068 as his/her/their nominee who is/are sister and sister in law of the first allottee and second allottee for the said unit. The Vendors hereby give their consent for the above stated nomination. Further the Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination. The Allottee assures that the Vendors shall not be liable on any account, whatsoever, in respect of any transaction between the Allottee and his nominee(s). The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments as specified in this Agreement.

**28. Indemnification**

The parties without prejudice to any rights, indemnify and keep fully indemnified, each other mutually.

**29. 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.

**30. PLACE OF EXECUTION**

The execution of this agreement shall be complete only upon the execution by the Vendors through its authorized signatory at the Vendors office , or at some other place, which may be mutually agreed between the Vendors and the Allottee , in Lucknow after the agreement is duly executed by the Allottee and the Vendors or simultaneously with the execution of the said agreement shall be registered at the office of Sub registrar at .....Hence this agreement shall be deemed to have been executed at Lucknow.

**31. NOTICES**

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

1). ..... presently residing at \_\_\_\_\_  
(Allottee Address)

M/s NARENA INFRA PVT. LTD. having it Regd. office at 4/65, Sector 4, Gomti Nagar Extension, Lucknow-226010. ( Promoter Address )

Name of Land owner and address also needs to be mentioned

M/s. Think Buildwell PVT. LTD it Registered office at 4<sup>TH</sup> Floor, Shalimar Eldee Plaza, Opp. HAL, Faizabad Road, Lucknow-226016

It shall be the duty of the Allottee and the Vendors 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 Vendors or the Allottee, as the case may be.

**32. JOINT ALLOTTEE .**

That in case there are Joint Allottee all communications shall be sent by the Vendors 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 Allottee.

**33. SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee, in respect of the Flat, Unit or building, as the case may be, prior to the execution and registration of this agreement for Sale/Lease for such Flat, 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/Lease or under the Act or the Rules or the Regulations made there under.

**34. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

**35. DISPUTE RESOLUTIONS:**

All disputes related to the title of the Project Land or the approved project maps shall involve the Landowner. All other disputes, including those related to construction, delivery, or compliance with the Real Estate (Regulation and Development) Act, 2016, shall be between the Allottee and the Promoter and shall be settled amicably by mutual discussion, failing which the same shall be settled through the Conciliation Committee/ Dispute Resolution Forum/ Authority or Adjudicating Officer appointed under the Act.

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

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at LUCKNOW (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

WITNESSES:

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

(2) Signature\_\_\_\_\_

**SCHEDULE 'A'**

DESCRIPTION OF THE PROJECT LAND, FLAT AND THE GARAGE, PARKING IF APPLICABLE ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS



East : 10 Mtr Wide Green Belt and Then 30 mts.  
wide road

West : C Type Plots

North : Plot No.GH-1/09

South : 24 mts. wide Road

**SCHEDULE 'B'**

Unit as Flat No. ...., .....TH Floor having carpet area of ..... square meters (..... Sq. Ft.), Type- 4 BHK, in Building along with One Basement parking in the residential complex known as 'THE ELITE' constructed over Plot No. 1/09, situated at Sector-1, Gomti Nagar Extension, Lucknow-226010.

East - .....

West - .....

North - .....

South - .....

**LAYOUT OF FLAT**

**SCHEDULE 'C'**  
**Payment Plan**

**SCHEDULE 'D'**

SPECIFICATION WHICH ARE PART OF FLAT/UNIT

<b>Economy Unit</b>	
<b>Drawing &amp; Dining</b>	
Floor	800mm X 1600 mm GVT make Kajaria Eternity
Walls/Ceiling (Paint)	Tractor Emulsion Asian
Electric Fan	Provision Provided
False Ceiling	Not Providing
<b>Master Bed Room</b>	
Floor	Wodden Flooring
Walls/Ceiling (Paint)	Tractor Emulsion Asian
Air Condition	Provision Provided
Wardrobe	Provision Provided
Electric Fan	Provision Provided
<b>Bed Rooms</b>	
Floor	800mm X 1600 mm GVT make Kajaria Eternity
Walls/Ceiling (Paint)	Tractor Emulsion Asian
False Ceiling	Not Providing
Wardrobe	Provision Provided
Electric Fan	Provision Provided
<b>Kitchen</b>	
Type	Semi Furnished
Floor	800mm X 1600 mm GVT make Kajaria Eternity
Walls	Upto 2 Feet Height From Slab Tile/ Marble
Platform	Marble/Tiles
Water Supply	Hot & Cold Water Points
Fittings	Kohler CP Fittings with Mixers
Water Purifier	Provision Provided
Geyser	Provision Provided
<b>Bathrooms</b>	

Floor	Anti Skid 600mm X 1200 mm make Kajaria Eternity
Walls	600mm X 1200 mm make Kajaria Eternity
Fittings & Fixtures	Kohler CP Fittings with Mixers
<b>Balconies</b>	
Floor	200 mm x1200 mm Kajaria & 600mm X 600mm kajaria
<b>Staircase &amp; Common Passage</b>	
Floor	Granite / Superior Quality Vitrified Tiles
Walls	Tractor Emulsion
<b>Doors &amp; Windows</b>	
Entrance Door	Teak Wooden Door
Internal Doors	Flush Doors
Balcony Doors/Windows	UPVC Make Fenesta
<b>Electricals</b>	
Point Wiring	Standard Copper Concealed Wiring in all Rooms
Electric Points	Sufficient Light Points, Fan Points, A/C Points in Living/Dining & Bed Rooms. Provision for TV., etc.
Switches	L&T
Exhaust Fan	Provision Provided

**SCHEDULE 'E'****AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT**

The amenities provided under the project are as follows:-

1. Health – Fitness Centre, Yoga Meditation Room
2. Swimming pool
3. Grand entrance plaza
4. Securities – CCTV camera surveillance,
5. Lush green landscape
6. 6mtr. Wide road inside the campus
7. Emergency entry and exit
8. Earthquake resistant reinforced structure

**SCHEDULE 'F'**  
**COMMON AREAS**

[The 'Schedules' to this Agreement for Sale shall be agreed to between the Parties]

The common areas are as follows:

1. Staircases, lobbies and a landing having windows and stair covers on the ultimate roof.
2. Electrical wiring , fitting and fixtures for lighting the staircases, lobbies and landings and operation the lifts.
3. Electrical installation with Transformer, Sub-station main switches and meters and space required therefore.
4. Lifts with all machinery equipment and accessories (including lift machine rooms) and lift wells.
5. Generator with its accessories and wiring for operating lifts and water pump and lighting the pathways, driveway, staircases, lobby and landings.
6. Water pump with electric motor.
7. Deep bore well for water supply.
8. Overhead water tanks with pipes inter-connection and distribution pipes there from connection to different Units.
9. Water waste and sewage evacuation pipes.
10. Drains and sewers from the building to the corporation drain.
11. Entry Gates and Boundary wall to the premises.
12. Common Club area.
13. Guardroom and Generator-room with its fixtures etc.
14. Park along with all the fixtures there to.
15. Common toilets with its fittings.

