

## AGREEMENT FOR SALE

Plot no. \_\_\_\_\_

This Agreement for Sale (“**Agreement**”) executed on this 16 day of February 2020

### By and Between

**JHM Infrahomes Pvt. Ltd.**(CIN no.U45309UP2018PTC107337), a company incorporated under the provisions of the Companies Act, having its registered office at Khasra no. 498 & 500 Chandpur Bichpuri, Kalari Link Road, Near GRM School, Dohra Road, Bareilly 243006, (Pan no. AAECJ3300M), represented by its authorized signatory Mr. Vinay Massey *vide* board resolution dated 27 January 2021 hereinafter 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, executors, administrators and permitted assignees);

### AND

**Mr** \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) and **Mr.** \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) Son of \_\_\_\_\_ Aged About \_\_\_Y (PAN- \_\_\_\_\_) Both Residing of \_\_\_\_\_ hereinafter called the “**Allottee(s)**” (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 assignees).

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

## WHEREAS:

- A. The Promoter is the absolute and lawful owner of Khasra no. 494 & 495 Chandpur Bichpuri, Kalari Link Road, Near GRM School, Dohra Road, Bareilly 243006, totally admeasuring 4315 square meters situated at Dohra Road, in Tehsil & District Bareilly (“**JHM JOY**”) *vide* sale deed(s) dated 21/01/2020 registered as documents no. Book no. 1 Binding no. 11324 Page no. 123 to 152 Serial no. 810 at the office of the Sub-Registrar Sadar first Bareilly;
- B. The Said Land is earmarked for the purpose of building a residential project, comprising 31 residential plots and two commercial plots and the said project shall be known as ‘JHM Joy’.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be developed, have been completed;
- D. The Bareilly Development Authority has granted the commencement certificate to develop the Project *vide* approval dated 18-1-2021 bearing no. Plotted Resi Development/Plotted Housing/00050/BDA/LD/20-21/0085/22092020 Dated 19/01/2021;
- E. The Promoter has obtained the final layout plan approvals for the Project from Bareilly Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Uttar Pradesh on 27/01/2021 under registration no. **UPRERAPRJ\_\_\_\_\_**;
- G. The Allottee(s) had applied for a plot in the Project *vide* application no. \_\_ dated \_\_/\_\_/\_\_\_\_ and has been allotted **Plot no. \_\_** Having land area of \_\_. \_\_ **sq. mt.**. 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 Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot as specified in para G;

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

**1. TERMS:**

1.1 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;

1.2 The Total Price for the Plot no. \_\_ measuring \_\_\_\_ Sq M is Rs. .... (in words-.....only) :

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Plot;
- (ii) 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 the customer) up to the date of registry of the Plot:
- (iii) 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;

1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or 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 charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments @ MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

1.6 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.

1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Plot
- (ii) The Allottee(s) shall also have right to shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. 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.
- (iii) That the computation of the price of the Plot includes recovery of price of land, (not only the Plot but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing water supply, sewage line, sewage treatment plant, drainage, rain water harvesting, electrical trenches/ pipe lines (but not electrical cables, metering panel and electrical connection for personal use by a plot owner), park and its amenities, common area lighting and includes cost for providing all other common facilities as provided within the Project but excluding any development or construction on the said plot.

1.8 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.

1.9 It is understood by the Allottee(s) that all other areas and facilities falling outside the Project, namely JHM Joy shall not form a part of the declaration to be filed with UPRERA, to be filed in accordance with the UPRERA

1.10 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 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.

1.11 The Allottee(s) has paid a sum of Rs. .... (in words - .....only) as booking amount being part payment towards the Total Price of the Plot at the time of application 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 as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he shall be liable to pay interest @ MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules.

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on 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 – JHM Infrahomes Private Limited Project JOY**

**Account No. 39950930446**

**IFSC code – SBIN0017644**

**Bank – STATE BANK OF INDIA**

**Branch – SBI SPECIAL COMMERCIAL BRANCH, STATION ROAD, BAREILLY**

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

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 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.

3.2 The Promoter accepts no responsibility in this regard. 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 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.

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

The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, 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.

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

Time is of essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Plot to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the instalment 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”)**.

## 6. CONSTRUCTION OF THE COMMON AREAS OF THE PROJECT

The Allottee(s) has seen the specifications of the project and accepted the Payment Plan, layout plans, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, density norms and provisions prescribed by the Bareilly Development Authority and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE PLOT

7.1 **Schedule for possession of the said Plot:** The Promoter agrees and understands that timely delivery of possession of the Plot 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 18 January 2026 with extended grace period of six months, 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(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 this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within 180 days from that date. After refund of the money paid by the Allottee(s), Allottee(s) 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.

7.2 **Procedure for taking possession** - The Promoter, shall facilitate the execution of the conveyance deed of the Plot, in favour 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.

7.3 **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 continue to be liable to pay maintenance charges as applicable and holding penalty @Rs.3 per sq. ft. per month for the entire period of such delay.

- 7.4 **Possession by the Allottee(s)** - After executing the conveyance deed and handing over physical possession of the Plot to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s) or the competent authority, as the case may be, as per the local laws.
- 7.4.1 **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.
- 7.5 **Cancellation by Allottee(s)**—The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act, Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit 10% of the agreed value of the Plot. The balance amount of money paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) within 180 days of such cancellation.
- 7.6 **Compensation** –The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Plot, in accordance with the terms of this Agreement, duly completed by the date

specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, within 180 days. Provided that where if The Allottee(s) does not intend to withdraw from the Project, the Promoter shall be liable to pay interest @ MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1%, till the handing over of the possession of the Plot.

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

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no litigations pending before any Court of law with respect to the said Land, Project.
- (iv) 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;

- (v) 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;
- (vi) 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 the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) 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;
- (viii) 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);
- (ix) 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;
- (x) 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;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project

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

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

- (i) Promoter fails to provide possession of the Plot to the Allottee(s) within the time period specified;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee(s) is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, 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 Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee 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(s) under the condition listed above continues for a period beyond 6 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Plot in favor of the Allottee(s) and refund the amount money paid to him by the Allottee(s) by deducting 10% of agreed value of the Plot and the interest liabilities and this Agreement shall thereupon stand terminated.

#### **10. CONVEYANCE OF THE SAID PLOT**

The Promoter, on receipt of complete amount of the Price of the Plot under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Plot within 30 Days from the signing of this agreement. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned above, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

#### **11. MAINTENANCE OF THE SAID PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee(s). The Allottee(s) agree(s) to pay the advance maintenance charges of Rs. 50,000 to the Promoter as mentioned in clause and as agreed in the Maintenance Agreement signed separately.

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

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale 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.

12.1 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 builder 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 owner.

**13. 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 an upfront amount of Rs. 50,000, to the Resident Welfare Association (RWA) of the current and future residents of JHM Joy, 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.

**14. RIGHT TO ENTER THE PLOT FOR REPAIRS**

The Promoter / maintenance agency /association of Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking's and park in gspaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottee(s) and/or maintenance agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE**

**Use of Service Areas:** The service areas, if any, as located within the JHM Joy, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the common areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee(s) formed by the Allottee(s) for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:** Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Plot, or the parks, circulation areas, roads, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, 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 their adjoining Building is not in any way damaged or jeopardized. The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages or parks. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Plot. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(s) shall be

responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. 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.

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

**19. 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.

**20. 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

**21. BINDING EFFECT**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s). 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(s), then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

**22. 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.

**23. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent

Allottee(s) of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE**

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- 25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. 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.

**27. FURTHER ASSURANCES**

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

**29. 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

**30. NOTICES**

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

\_\_\_\_\_ Name of Allottee(s)

Residing of \_\_\_\_\_ (Allottee(s) Address)

M/s JHM INFRAHOMES PRIVATE LIMITED

498, 500, Chandpur Bichpuri,

Kalari Link Marg, Dohra Road

Bareilly- 243006

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

**31. 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).

**32. GOVERNING LAW**

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

**33. DISPUTE RESOLUTION**

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

**SCHEDULE 'A'**

DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES IN ALL FOUR  
DIRECTIONS

**Area of Plot:** \_\_\_\_\_

**Periphery:**

**East:** \_\_\_\_\_

**West:** \_\_\_\_\_

**North:** \_\_\_\_\_

**South:** \_\_\_\_\_

**SCHEDULE 'C'**

PAYMENT PLAN BY THE ALLOTTEE(S)

	<b>Stage</b>	<b>Payment</b>	<b>Additional</b>
<b>1</b>	<b>At the time of booking</b>	<b>10%</b>	
<b>2</b>	<b>Within 30 Days of booking</b>	<b>90%</b>	

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee(s): (including joint buyers)

(1) **Mr.**

(2) **Mr.**

At Bareilly on \_\_\_\_\_ in the presence of

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

JHM Infrahomes Pvt. Ltd.

(Director)

Mr. Mansoor Hasan Khan

WITNESSES:

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

