

Agreement for Sale

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this day of....., Two thousand andat

By and Between

M/s Suncity Hi-Tech Projects Private Limited, (CIN No. U45201DL2005PTC143613), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at LGF-10, Vasant Square, Plot-A, Sector B, Pocket – V, Community Centre, Vasant Kunj, New Delhi – 110070 and its corporate office at Suncity Business Tower, Second Floor, Golf Course Road, Sector 54, Gurugram- 122002, Haryana and its PAN is AAJCS5668Q, represented by its authorized signatory (Aadhaar No. _____) authorized vide board resolution dated hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the FIRST PART and;

AND

[If the Allottee is an Individual]

Mr./Mrs./Ms..... son/daughter/wife of Mr....., aged about..... years, R/o..... (Aadhaar No.) (PAN) (hereinafter singly/ jointly, as the case may be, referred to as the

"Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[If the Allottee is a Partnership Firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....) through the partner Mr./Ms.....(Aadhaar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the OTHER PART.

OR

[If the Allottee is a Limited Liability Partnership Firm (LLP)]

M/s LLP (LLP in.....) a Limited Liability Partnership firm, having its registered office at..... (PAN.....), acting through its partner Mr./Ms.....(Aadhaar no.) duly authorized vide authority letter dated..... passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its partners, authorized representatives, administrators, executors, successors, legal representatives and permitted assigns) of the OTHER PART.

OR

[If the Allottee is a Company]

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, [1956 or 2013 as the case may be] having the registered office atand its PAN is..... through Mr.(Aadhaar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof

be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[If the Allottee is HUF]

Mr./Ms.(Aadhaar No.....) son/daughter/wife of..... age about..... years for self and as the Karta of the Hindu Joint Mitakshara Family known asHUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

(Details of other allottees to be inserted, in case of more than one allottee)

The party of the First Part and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

DEFINITIONS:

(1) For the purpose of this Agreement for Sale/lease, unless the context otherwise requires:-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority
- (c) "Government" means Government of Uttar Pradesh
- (d) "Project" means the Suncity Govind Sharnam, situated at Mauja Chhatikara, Tehsil & District-Mathura, Uttar Pradesh.
- (e) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
- (f) "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (g) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (h) "Section" means a section of the Act.

WHEREAS

- A. The Promoter is the absolute and lawful owner of land admeasuring 9.437 acres comprising of khata no. 204, khasra no. 393 situated at Mauja Chhatikara, Tehsil & District-Mathura, Uttar Pradesh ("Said Land") vide sale deed No. 458 dated 11.01.2007 registered in the office of sub-Registrar Mathura.
- B. The Said Land is earmarked for the purpose of plotted development of a residential project, comprising of 143 plots of different sizes and the said project shall be known as 'Suncity Govind Sharnam' ("Project").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project for development of residential plotted colony from Mathura-Vrindavan Development Authority, Uttar Pradesh vide sanction letter no. Plotted Resi development / Plotted Housing / 04076 / MVDA / LD / 23-24 / 0812 / 27102023 dated 29th May 2024. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on _____ under registration No. _____;
- F. The Allottee had applied for a residential plot in the Project vide application No. _____ dated _____ and has been allotted plot No. _____ having area of _____ square meters (_____ square yards), 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 (hereinafter referred to as the "Plot" more particularly described in Schedule A);
- 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the plot as specified in Para F.

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

1. TERMS:

- 1.1.1 Subject to all terms and conditions as detailed in the Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the plot as specified in para "F".
- 1.1.2 Both the parties confirm that they have read and understood the provision of section 14 of the Act.

1.2 The Total price of the plot is Rs. _____ (Rupees _____ only (**"Total Price"**))

Plot No. :	Rate of plot Rs..... per square
Block :	meter / Rs.per Sq. yds.
Area :	
Type :	
Total price (in Rupees)	_____

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the plot;

- (ii) The Allottee shall be separately liable and responsible to pay all taxes like GST(if any) and Cess or any other similar taxes, duties, levies or other statutory impositions; which may be levied, in connection with the development/construction of the said project. All such applicable taxes, levies, cess, charges, duties or like impositions shall be charged and payable in addition to the total price of the plot.

That the Allottee(s) agrees to pay directly or if paid by the company then reimburse to the company on demand, any increase in Government Rates, Taxes , Duties , Levies, Cess, Goods and Service Tax(GST) (if applicable), VAT, WCT, Wealth Tax, taxes of all and any kind by whatever name called as may be demanded by any government agencies, statutory authorities, competent authorities and local bodies and the Allottee(s) agrees and undertakes to pay such amount as and when demanded by the Company, prospectively or retrospectively, as proportionally determined by the Company. If any such amount is demanded by the Government/competent authority even after the execution of sale deed/conveyance deed in favour of the Allottee(s) then such charges shall be treated as unpaid sale consideration of the said plot and the Allottee(s) shall be liable to pay the same to the company. In case such amount is not paid by the Allottee(s) or the successor in interest of the Allottee(s) to the Company, then the Company shall have the first charge/lien on the said plot for recovery of such amount from the Allottee(s) or the successor in interest of the Allottee(s) as the case may be.

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. 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.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of plot includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, water line and maintenance charges etc. as per Para 11. and

includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project.

- 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 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.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @___% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration 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 apartment, plot or building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7 Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee 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 undivided proportionate share in the common areas. Since the share/interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. The undivided proportionate share of Allottee(s) in such common area and facilities within the Project shall be calculated in the ratio of plot area of his/her plot to the plot area of all plots within the Project only. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) It is further clarified to the Allottee(s) that the Promoter has calculated the total price payable against the said plot on the basis of its plot area. The computation of the price of the Plot includes recovery of price of land, construction and development of the common areas and facilities, internal development charges, external development charges, taxes, cost of providing electricity at a point in the project and maintenance charges (as per Para No.11 etc.) and includes cost for providing all other facilities, amenities and specification to be provided within the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his plot, as the case may be.

1.8 It is made clear by the Promoter and the Allottee 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.

1.9 The Promoter agrees to pay all outgoings/ dues 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/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project) till the time of offer of possession. If the Promoter fails to pay all or any of the outgoings/ dues 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/ dues 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 therefore by such authority or person.

- 1.10 The Allottee has paid a sum of Rs.----- (Rupees----- 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 hereby agrees to pay the remaining price of the Plot as prescribed in the payment plan (Schedule C) as may be demanded by the Promoter within the time and manner specified therein.

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

- 1.11 All costs, charges and expenses payable on or in respect of this agreement and on all other instruments and deeds to be executed, if any, pursuant to this agreement, including stamp duty on this agreement, legal fees, if any, shall be borne and paid solely by the Allottee(s).
- 1.12 The Allottee(s) shall be liable to pay from the date of offer of possession of his/her plot, property tax, fire-fighting tax or any other fee or cess or any statutory impositions as and when levied by a Local Body or Authority and so long as the said plot of the Allottee(s) is not separately assessed to such taxes, fee or cess or statutory impositions, the same shall be paid by the Allottee(s) proportionately.

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the development /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 account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "M/S. SUNCITY HI-TECH PROJECTS PVT LTD COLLECTION ACCOUNT FOR SUNCITY GOVIND SHARNAM" payable at Mathura provided that the same shall be accounted for only on encashment of the said negotiable instrument.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in the terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or statutory enactments or amendments thereof and the Rules and Regulation 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 FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor 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 Plot, if any, 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 possession of Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

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 development / construction by the Promoter as provided in Schedule C (Payment Plan).

6. DEVELOPMENT / CONSTRUCTION OF THE PROJECT:

The Allottee has seen and satisfies himself/herself in all respects regarding the ownership records, proposed layout plan, specifications, amenities and facilities of the Plot and accepted the payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall 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 this 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 to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Plot along with necessary amenities in place within 4 (Four) years from the date of signing of this agreement, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of 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 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 Allottee without interest 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 agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. If 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 Maintenance Society / RWA or competent authority once all phases are completed. The Promoter shall not charge more than the normal maintenance charges from all allottees.

- 7.2 **Procedure for taking possession-** The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority or on making provision of services in respect of a plotted colony, as the case may be, shall offer in writing the possession of the Plot, to the Allottee(s) in terms of this Agreement to be taken within two (2) months from the date of issue of occupancy certificate or making provision of services in respect of a plotted colony. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three (3) months from the date of issue of occupancy certificate or offer of possession in case of plotted colony. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees/Maintenance Society.
- 7.3 **Failure of Allottee to take possession of Plot-** Upon receiving a written intimation from the Promoter as per Para No. 7.2 above, 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 as per para 7.2 above, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 1/- per month per sq. ft. of plot area for the period beyond three (3) months till actual date of possession in addition to maintenance charges alongwith applicable taxes if any as specified under para 7.2.
- 7.4 **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, as per the Applicable Law.

Provided that, in the absence of any applicable law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or Maintenance agency or competent authority, as the case may be, within thirty (30) days after obtaining the completion/occupation certificate (as applicable).

It is made clear that Allottee(s) is under an obligation to take possession of the Plot without making any delay within a reasonable period as mentioned in Offer of Possession issued by the Promoter subject to payment of dues.

7.5 Cancellation by Allottee-The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation/ withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Plot 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 plot and also display this information on the official website of UP-RERA on the date of re-allotment. Further amount to be refunded would be restricted to the basic amount which has been paid by the Allottee. GST (if applicable) or any other taxes, duties, charges, levies or like statutory impositions, if any demanded, would not be refunded by the developer and the allottee agrees to file for refund claim from the Government. The Promoter will provide assistance in so far related to the documentation which may be required for claiming the refund from the government.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Plot (i) in accordance with the Clauses of this Agreement, duly completed by the date specified in para 7.1 above; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation or expiry of the registration under the provisions of 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 Plot, with interest at the rate prescribed in the Rules (inclusive of taxes if any) as defined in Para 1.10 of this agreement plus 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 intent to withdraw from the Project the Promoter shall pay the Allottee interest (inclusive of taxes if any) at the rates as defined in para 1.10 of this agreement, for every month of delay, till the offer of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; and 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 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 plot; which may prejudice the rights or title of the Promoter upon the said land;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale 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 Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society or competent authority as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of the Plot along with common areas has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to offer possession of the Plot to the Allottee(s) within the time period specified in Para No. 7.1 above 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. It is clarified that the Promoter shall also complete all the amenities and facilities in the project, as agreed to between the parties, and shall also obtain occupation certificate and completion certificate, as the case may be from the competent authority;

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

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot, 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 specified 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 45 days of it becoming due.

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

- (i) In case; the Allottee(s) fails to make payments for 2 (TWO) consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest (including applicable GST or any other statutory taxes or impositions, if any) 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) Failure to take over the possession of said plot for occupation and use within the time stipulated by the Promoter.
- (iii) Failure to get execute the conveyance deed/or any other definitive deed within the time stipulated by the Promoter.

- (iv) Failure, pursuant to a request by the promoter, in terms of this agreement to become a member of the association of allottee(s) of the Project or to pay the subscription charges etc. as may be required by the Promoter or association of allottee(s), as the case may be.
- (v) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Promoter.
- (vi) Dishonor of any cheque(s) including post-dated cheques given by the Allottee(s) for any reason whatsoever.
- (vii) In case of default by Allottee under the conditions listed above continues for a period beyond 3 (THREE) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot and refund the money paid to him/her by the Allottee(s) by deducting the booking amount, interest liabilities and taxes and this Agreement shall thereupon stand terminated.
Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.
- (viii) Any other acts, deeds or things which Allottee(s) may commit, omit or fail to perform in terms of this Allotment Letter, deed of license, any other undertaking, deed etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Promoter in this regards shall be final and binding on the Allottee(s).

10. CONVEYANCE OF THE SAID PLOT:

The Promoter, on receipt of Total Price of the Plot as per Para No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in common areas within 3 (three) months from the date of issuance of the occupancy certificate and the completion certificate or on making provision of services in respect of the project, as the case may be, to the Allottee:

Provided that, in the absence of applicable law, the conveyance deed in favour of the allottee shall be carried out by the Promoter within 3 months from the date of issue of completion/occupation certificate or on making provision of services in respect of the project. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the

Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID PROJECT:

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance for one (1) year has been included in the Total Price of the Plot. In case, Maintenance Society fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential services/amenities/facilities beyond scope of his obligations under this agreement.

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 this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession or the date of obligation of the promoter to give possession to the allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the promoter shall not be liable for any such structural/ architectural defect induced by the allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design.

It is made clear that in the event allottee(s) make changes voluntarily without permission of maintenance agency or association or the Promoter, which causes disturbance to the peaceful habitation of other allottees then in that event the promoter shall not be liable for rectification of the same.

13. RIGHT TO ENTER THE PLOT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society 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.

14. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee hereby agrees to purchase the Plot on the specific understanding that his/her right to the use of Common Areas and facilities within the project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency; appointed by the Maintenance Society and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency from time to time. The Allottee shall also enter into a separate maintenance agreement with the maintenance agency so appointed, which shall run co-terminus with the terms and conditions of this agreement.

15. USAGE:

Use of service areas: The service areas pertaining to the Maintenance and Services of the Project, if any, as located within the Project, 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 services areas in any manner whatsoever and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- 16.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said 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 said Plot, or the common areas, compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Plot, and keep the said Plot, its walls and partitions, sewers, drains, pipes 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 project is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/ she would not put any sign board/ name plate, neon light, publicity material or advertisement material etc. on the plot or anywhere on the exterior of the project and common areas of the project. Further the allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common area or roads in the project.

16.3 The Allottee shall plan and distribute its electric load in conformity with the electrical systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee 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 PARTIES:

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the layout plans, sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, 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 said 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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Plot.

20. 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) and secondly, 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(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(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 shall be treated as cancelled and all sums deposited by the Allottee in connection therewith shall be returned to allottee subject to Promoter deducting the booking amount, taxes so paid and interest liabilities.

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 Plot.

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties. However, such amendment or addendum should not be in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the payment plan (Schedule C) mentioned in this Agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 24.2 Failure on part of the 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 provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the area of the Plot bears to the total area of all the Plots in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed 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, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Mathura and the expenses for the registration shall be borne by the Allottee.

29. NOTICES:

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

M/s Suncity Hi-Tech Projects Pvt. Ltd.	Allottee(s) name
Address: Suncity Business Tower, Second Floor, Golf Course Road, Sector 54, Gurugram- 122002, Haryana	Address.....

It shall be the duty of the Parties to inform each other of any changes 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.

30. JOINT ALLOTTEE:

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

31. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the plot prior to the execution and registration of the agreement for sale for such plot shall not be construed to limit the rights and

interests of the allottee under the agreement for sale, under the Act, the rules or the regulations made thereunder.

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 Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

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

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

Signed and delivered by the within named Allottee(s) in the presence of witnesses on
.....

Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

Signed and delivered by the within named Promoter in the presence of witnesses at
..... **on**

PROMOTER For and on behalf of M/s

Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-A

DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE-B

LAYOUT PLAN OF PLOT

SCHEDULE-C

PAYMENT PLAN

SCHEDULE-D

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT)

SCHEDULE-E

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)