

BUYER'S AGREEMENT

This Agreement is made and executed at Gorakhpur on this XXth day of XXX,20XX

BETWEEN

M/S. AGRASEN REALTORS & DEVELOPERS PRIVATE LIMITED, a company incorporated and existing under the Provision of Companies Act, 1996, having its Head Office at WZ-106/136, Basement Rajouri Garden Foundation School New Delhi New Delhi DL 110027 through its duly authorized signatory, **Mr Vikas Kejriwal (Aadhar no 729743085008) S/O Shyam Sunder Kejriwal, residential address at 507, Saraf Residency, Betiahata, Sadar, Gorakhpur Utttar Pradesh 273001)** hereinafter referred to as the “**Developer**”, (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, attorneys and assigns and all those claiming through it).

Developer

Buyer

AND

Mrs.(Pan No(Aadhar), having its Residential Address at hereinafter referred to as the “Buyer”, (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators, successors and legal representatives and all those claiming through them). Developer and Buyer(s) are herein under collectively referred

RECITALS

WHEREAS the Developer has represented and warranted that the Developer has joint development agreement/ Builder agreement of land bearing Khasra No . 619MI, Others admeasuring 6888.6012 Sq MTR. situated at Mauza Lacchipur, Tappa & Pargana Haveli, Tehsil Sadar District Gorakhpur, U.P. (all the aforesaid lands shall hereinafter be called “**the Said Lands**”) deriving its rights in respect of the Said Lands under the Builder Agreements and deeds with the predecessors-in-interest. As on date rights as mentioned in agreements attached to the Said Lands are vested with the Developer to the exclusion of all others

AND WHEREAS the Developer is desirous of developing and constructing on the Said Lands a Commercial Shopping complex (hereinafter called the “**Said Commercial Complex**”/ “**ELITE SQUARE**”/“**the Said Project**” “**ELITE**”) after securing necessary approvals and sanctions from the designated authorities

AND WHEREAS the Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Lands have been completed;

AND WHEREAS the **Gorakhpur Development Authority** has granted the approval/ commencement certificate to develop the Said Commercial Complex vide approval no **GKDA/BP/23-24/1883 dated 22/07/2024.**

AND WHEREAS The Developer has registered the Said Project under the provisions of the Act with the **Uttar Pradesh Real Estate Regulatory Authority (UP RERA)**at under Registration No.....

Developer

Buyer

AND WHEREAS the Buyer has approached the Developer expressing his desire to book/purchase commercial unit in the **ELITE** vide Application..... dt..... and upon the Buyer's request, the Developer has allowed the Buyer the inspection of the Said Lands, Plans, ownership records of the Said Lands and other documents relating to the title, area, competency and all other relevant details.

AND WHEREAS The Buyer has verified all the records pertaining to the **ELITE** and the Buyer has full knowledge of the applicable laws, notifications, rules and regulations applicable to the Said Lands/ Shopping Mall/Complex and has fully satisfied himself/herself/themselves/itself about the rights, title and interest of the Developer in the Said Lands/ Commercial Complex. After being fully satisfied with the title, permissions, area and all other details pertaining to the Said Lands/Shopping Mall Complex, the Buyer has applied to the Developer for allotment of a commercial unit in the said **ELITE** .

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

AND WHEREAS 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.

AND WHEREAS The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the shop.

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:

Developer

Buyer

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Buyer and the Buyer hereby agrees to purchase the shop / commercial unit as specified in Para 1.4 Unit Description & Para 1.5 Boundary.

1.2 Both the parties confirm that they have read and understood the provisions of section-14 of the RERA Act, 2016.

1.3 The applied rate per Sqr. Mtr. of Carpet Area for the shop is **Rs...../- (Rupees In words)** (Fixed after negotiation between the parties) and therefore the **Basic Sale Price (BSP) (Inclusive of all taxes i.e. GST and other applied taxes if any) Rs/- (In words only)**

1.4 Unit Description

Tower :
Unit No. :
Floor :
Carpet Area (approx) : (Sq.Mtr.)
Covered Area (approx) : (Sq.Mtr.)

1.5 Boundary

East :
West :
North :
South :

Refer Layout of unit no. in Annexure-3

1.6 Advance Amount & Schedule of Payment:-**Advance Amount**

That the Buyer has already paid an amount **Rs.** at the time of registration through for the booking/allotment of the Said Unit, the receipt of which the Developer hereby acknowledges and the Buyer agrees to pay the balance sale consideration

Developer

Buyer

of the Said Unit and all other charges as described in the Schedule of Payment annexed as **Annexure 1** to this Agreement and in the manner indicated herein.

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

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

2.1 The Allottee(s) shall make the payment as per the payment plan set out in **Annexure - 1** ("Payment Plan").

2.2 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Annexure 2** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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

2.3 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is a reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Annexure - 1**. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Para 1.3 of this Agreement.

2.4 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the shop as mentioned below:

Developer

Buyer

- (i) The Allottee shall have exclusive ownership of the shop
- (ii) The Allottee shall also have undivided proportionate share in the Common Area . Since the share/interest of Allottee in the Common Area is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) The Promoter agrees and acknowledges, the Allottee shall have the right to the as mentioned below The Allottee shall have exclusive ownership of the Shop; The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate/occupancy certificate from the competent authority as provided in the Act. That the computation of the price of the SHOP includes recovery of price of land, construction of [not only the Shop but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric connection, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas, charges and includes cost for providing all other facilities, amenities and specifications to be provided within the SHOP and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Shop, as the case may be.

2.5 It is made clear by the Promoter and the Allottee agrees that the Shop of Project shall be treated as a single indivisible unit for all purposes. It is also agreed that there is an independent, self-contained Project covering the said Land and is not a part of any other project zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's and amenities other than declared as independent areas in deed of declaration shall be available for use and enjoyment of the Allottees of the Project.

2.6 The Promoter agrees to pay all outgoings before transferring the physical possession of the Shop to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity 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

Developer

Buyer

Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Shop to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

2.7 The Allottee has paid a sum of **Rs...../- (through.....) dated** **drawn on** as booking amount being which Shop within Provided interest part payment towards the Total Price of the Shop at the time of application the receipt of the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the as prescribed in the Payment Plan [Annexure 1] as may be demanded by the Promoter the time and in the manner specified therein:

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

Internal Maintenance/Insurance

That is understood by the Buyer that the internal maintenance of the Said Unit and also insurance of its components shall always remain the responsibility of the Buyer.

2.8. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Annexure - 1**] through A/C Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of below mentioned RERA a/c details

- Account Name: **ARDPL Collection Account ELITE**
- Account Number: 0384102100000948
- IFSC: **PUNB0038410**
- Bank Name: **Punjab National Bank**
- Branch: **Bank Road Gorakhpur Uttar Pradesh 273001**

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

Developer

Buyer

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if Wage provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The 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 regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with the 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 SHOP applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the SHOP, 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 by the Competent Authority (Gorakhpur Development Authority) and towards handing over the SHOP to the Allottee and the Common Areas to the association of

Developer

Buyer

Allottees 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 construction by the Promoter as provided in **Annexure - 1** ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ SHOP:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the SHOP and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans,

floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by law 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 SHOP:

7.1 Schedule for possession of the said SHOP - The Promoter agrees and understands that timely delivery of possession of the SHOP to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the SHOP along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the SHOP: Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After

Developer

Buyer

refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

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

[Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees as per actual, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the SHOP, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of SHOP - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the SHOP 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 SHOP to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 10/- per month per sq. ft. of carpet area for the period beyond 3 months till the actual date of possession in addition to maintenance charges as specified in Para 7.2

7.4 Possession by the Allottee - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the SHOP to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law: [Provided that, in the absence of any Applicable Law the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable)].

Developer

Buyer

7.5 Cancellation by Allottee — The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the SHOP / 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 SHOP / plot and also display this information on the official website of UP RERA on the date of re-allotment.

7.6 Compensation — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the SHOP (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (i) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the SHOP, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due: Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the SHOP, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- ☐ 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;
- ☐ The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

Developer

Buyer

- ☐ There are no encumbrances upon the said Land or the Project;[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- ☐ There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the SHOP;
- ☐ All approval, licenses and permits issued by the competent authorities with respect to the Project, said Land and SHOP 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 Law in relation to the Project, said Land, Building and SHOP and Common Areas;
- ☐ The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially affected;
- ☐ The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said SHOP which shall, in any manner, affect the rights of Allottee under this Agreement;
- ☐ The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said SHOP to the Allottee in the manner contemplated in this Agreement;
- ☐ At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the SHOP to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be;
- ☐ The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- ☐ The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of SHOP, plot or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- ☐ 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

Developer

Buyer

requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the SHOP to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the SHOP shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(i) 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 there under.

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

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

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

(i) In case the Allottee fails to make payments for 2 (two) -consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at a rate equal to MCLR (Marginal Cost of Lending Rate) +1% unless provided otherwise under the Rules.

(ii) 1 In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the SHOP in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit; Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

Developer

Buyer

10. CONVEYANCE OF THE SAID SHOP:

Conveyance deed will be execute at the time of delivery of possession or as per law.

11. MAINTENANCE OF THE SAID BUILDING! SHOP! PROJECT:

The promoter shall be responsible to Provide and maintain essential services in the Project till the taking over of the Project by the association of Allottees upon the issuance of the completion certificate the cost of such maintenance for 1 (one) year from the date of completion certificate has right to receive by promoter with Price of the SHOP if the Association of Allottees is not formed within 1 year of completion certificate the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance for the next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE SHOP FOR REPAIRS:

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

14 USAGE:

Service areas, 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, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use terrace and the services areas in the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE SHOP:

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the SHOP 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 SHOP, or staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the SHOP and keep the SHOP, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. Until, unless the space has been allotted by the promoter for such activity. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the SHOP •or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the SHOP.

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that he can construct any permanent structure only on approval from competent authority and as per law.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. U.P. SHOP (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010.

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

20. BINDING EFFECT:

The Allottee signs and delivers this Agreement with all the schedules along with due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and appears for registration of the same before the concerned Sub-Registrar Gorakhpur as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said SHOP/building, as the case may be.

22. RIGHT TO AMEND

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure - 1] 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 the 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 provision or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

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

Regulations made there under or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the SHOP bears to the total carpet area of all the [SHOPs/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 in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at.

29. NOTICES:

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

Name of Allottee:having its Residential Address at all be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

Developer

Buyer

30. JOINT ALLOTTEES:**31. SAVINGS:**

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

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 and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act. 17

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

Developer

Buyer

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:

Signature _____

Name :

SIGNED AND DELIVERED BY THE WITI

Promoter(s):

Signature (Director) _____

Name: **Vikas Kejriwal****AT ON IN THE PRESENCE OF**

WITNESSES: 1

Signature: _____

Name :

Address:

WITNESSES: 2

Signature: _____

Name :

Address:

Developer**Buyer**



Vikas Kejriwal
Group of Companies

ANNEXURE – 1

ELITE SQUARE **Rajendra Nadar**

Payment Plan

CONSTRUCTION LINKED PLAN (CLP)

Schedule of Payment	%
On Booking	20%
At the Start of Excavation & Foundation	10%
At the start of Raft	10%
On Commencement of LGF Floor Roof Slab	10%
On Commencement of UGF Floor Roof Slab	10%
On Commencement of 1 st Floor Roof Slab	10%
On Commencement of 2 nd Floor Roof Slab & Brick Work	10%
On Commencement of Internal Plaster & Finising	10%
At the time of offer of Possession	10%

- GST / any other levy, tax, cess, Extra
- Electric / Water and Applicable Air Conditioning Running Charge Extra
- The Installments listed hereinabove shall become payable on demand irrespective of the serial order in which they are listed
- Scheme subject to revision / availability / withdrawal at anytime
- Common Area Maintenance Charges extra
- 1 sq.mtr = 10.764 sqft.

Office Address -Paalm Paradise, Ramgarh Taal, Deoria by pass Road, Gorakhpur- 273016(U.P)
Contact No:- 08948888881 / Toll free No- 18008335848

Developer

Buyer

ANNEXURE – 2
SPECIFICATIONS

LIST OF SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SHOP)

- **RCC Flooring**
- **Water Line**
- **Waste water line**
- **One Shutter in SHOP**

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

- **Lift & Stairs**
- **Common Washroom/Toilet**
- **Septic Tank**
- **Common Parking**
- **Common Fire Fighting**
- **Common electrical transformer**
- **Common Meter installation area**

BUYER'S AGREEMENT

This Agreement is made and executed at Gorakhpur on this XXth day of XXXX, 20XX

BETWEEN

M/S. AGRASEN REALTORS & DEVELOPERS PRIVATE LIMITED, a company incorporated and existing under the Provision of Companies Act, 1996, having its Head Office at WZ-106/136, Basement Rajouri Garden Foundation School New Delhi New Delhi DL 110027 through its duly authorized signatory, **Mr Vikas Kejriwal (Aadhar no 729743085008) S/O Shyam Sunder Kejriwal, residential address at 507, Saraf Residency, Betiahata, Sadar, Gorakhpur Uttar Pradesh 273001)** hereinafter referred to as the “**Developer**”, (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, attorneys and assigns and all those claiming through it).

AND

Mrs.(Pan No(Aadhar no), having its Residentialhereinafter referred to as the “Buyer”, (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators, successors and legal representatives and all those claiming through them). Developer and Buyer(s) are herein under collectively referred.

RECITALS

WHEREAS the Developer has represented and warranted that the Developer has joint agreement /builder agreement of land bearing Khasra No . 619MI, Others admeasuring 6888.6012 Sq MTR. situated at Mauza Lacchipur, Tappa & Pargana Haveli, Tehsil Sadar District Gorakhpur, U.P. (all the aforesaid lands shall hereinafter be called “**the Said Lands**”) deriving its rights in respect of the Said Lands under the builder Agreements and deeds with the predecessors-in-interest. As on date rights as mentioned in agreement attached to the Said Lands are vested with the Developer to the exclusion of all others

AND WHEREAS the Developer is desirous of developing and constructing on the Said Lands a Residential Group Housing complex (hereinafter called the “**Said Residential Complex**”/ **Elite Heights**”/“**the Said Project**” “**Elite**”) after securing necessary approvals and sanctions from the designated authorities

AND WHEREAS the Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Lands have been completed;

AND WHEREAS the **Gorakhpur Development Authority** has granted the approval/ commencement certificate to develop the Said Residential Complex vide approval no. **Approval No. GKDA/BP/23-24/1883 dated 22/07/2024.**

AND WHEREAS the Developer has registered the Said Project under the provisions of the Act with the Real Estate Regulatory Authority at **Uttar Pradesh** under Registration **No. XXXXXXXXXX**

AND WHEREAS the Buyer has approached the Developer expressing his desire to book/ purchase a residential unit in the **XXXXXXXXXX** vide Application No.XXX dated XXX and upon the Buyer’s request, the Developer has allowed the Buyer the inspection of the Said Lands, Plans, ownership records and other documents relating to the title, area, competency and all other relevant details.

The Buyer has verified all the records pertaining to the **ELITE HEIGHTS** and the Buyer has full knowledge of the applicable laws, notifications, rules and regulations applicable to the Said Lands/Residential Complex and has fully satisfied himself/herself/themselves/itself about the rights, title and interest of the Developer in the Said Lands/ Residential Complex. After being fully satisfied with the title, permissions, area and all other details pertaining to the Said Lands/Residential Complex, the Buyer has applied to the Developer for allotment of a residential unit in the said **ELITE HEIGHTS**.

AND WHEREAS the Buyer has warranted to the Developer that the Buyer has the power and authority to enter into and perform this Agreement.

AND WHEREAS The Developer has accepted the application/Request of the Buyer and is hereby allotting residential Unit in Tower **X** Floor **XXX** No. **XXXX** having Carpet Area of approximately **XXX.XX sq.mtr.** and pro-rata share in the common areas (hereinafter referred to as "**the Common Areas**") as defined under Clause (n) of Section 2 of the Act in the Said Residential Complex (hereinafter referred to as the '**Said Unit**') more particularly described in **Annexure 1** and the floor plan of the Said Unit annexed hereto as **Annexure 2**.

AND WHEREAS the requisite Agreement for Sale/Buyers Agreement is being executed now incorporating the details embodied in the application and the terms & conditions of allotment which shall form a part and parcel of this Agreement.

AND WHEREAS 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, have agreed to the terms and conditions of sale/purchase of the Said Unit as set forth here in after:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. RULES OF INTERPRETATION:-

- 1.1 In this Agreement, unless the context otherwise requires:
 - a) headings are for convenience only and shall not affect interpretation;
 - b) words denoting the singular number shall include the plural and vice versa; words denoting any gender shall include all genders;
 - c) words denoting persons shall include bodies of persons and corporations and vice versa;
 - d) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
 - e) References in any Party shall include the party's successors and permitted assigns;
 - f) References to any document shall be deemed to include references to it and to its appendices, annexure, exhibits, recitals, schedules and tables as varied from time to time;
 - g) Documents executed pursuant to this Agreement form part of this Agreement
 - h) Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;

- i) Reference in this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement;
- j) If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.

2. TERMS OF CONSIDERATION

- 2.1 That the Developer hereby agrees to sell and the Buyer hereby agrees to buy the Said Unit as detailed below at the basic sale consideration and subject to payment of other miscellaneous costs by the Buyer as per the terms and conditions set out hereunder as mutually agreed by and between the parties hereto:-

Basic Sale Consideration :

- i) Unit No: XX Floor: XX Tower: X
- ii) Carpet Area (approx): XXX.XX sq.mtr
- iii) Covered Area (approx): XXX.XX sq.mtr
- iv) Rate: INR XXXXX.XX/- per sq.mtr. of Carpet Area
- v) Basic Sale Price (BSP):

INR XX.XX.XXX/- (Rupees IN WORDS)

Preferential Location Charges (PLC), if applicable:

- a) INR XX per sq.mtr. of Carpet Area for Park Facing aggregating to INR NA
- b) INR XX per sq.mtr. of Carpet Area for other than Facing park aggregating to INR NA
- c) INR XX per sq.mtr. of Carpet Area for Garden aggregating to INR NA
- d) INR XX per sq.mtr. of Carpet Area for Penthouse aggregating to INR NA
- e) Total PLC: INR XX per sq.mtr. of Carpet Area for aggregating to INR NA

Basic Sale Consideration for the Said Unit: (vi+vii) INR XXXX/- (Rupees In Words.....).

Besides, the above consideration, the Buyer shall further be liable to pay the other charges as stated in Annexure 4 to this Agreement.

The total sale consideration of the Said Unit comprising of the Basic Sale Consideration as stated hereinabove and Other Charges as stated in **Annexure 4** to this Agreement includes taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Goods & Services Tax and Cess and Cess or any other similar tax levied/leviable in connection with the construction of the Said Project and payable by the Developer up to the date of handing over the possession of the Said Unit, as applicable on the date of this Agreement. Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Buyer to the Developer shall be increased/reduced based on such change/modification.

2.2. **Advance Amount & Schedule of Payment:-**

i) **Advance Amount**

That the Buyer has already paid a sum of INR/- (**RTGS-.....** datedat the time of registration for the booking/allotment of the Said Unit, the receipt of which the Developer hereby acknowledges and the Buyer agrees to pay the balance sale consideration of the Said Unit and all other charges as described in the Schedule of Payment annexed as **Annexure 5** to this Agreement and in the manner indicated herein.

ii) **External Development Charges (EDC), Infrastructure Development Charges (IDC) and any other development charges**

That the External Development Charges (EDC) and Infrastructure Development Charges (IDC) and/or any other development charges for the external and infrastructure services if charged by the Government of U.P. through its designated authorities is not included in the Basic Sale Consideration of the Said Unit. The same shall be charged at actual as intimated by the Developer, upon the same being charged by the authorities concerned.

The total sale consideration is escalation-free save and except increases which the Buyer hereby agrees to pay in case there is any additional levy in any form by any Governmental or State authority including but not limited to the increase in levy/charge in respect of External Development, Infrastructure Development, Water, Sewer, Solid Waste Management, Electrical Energy, Registration, Stamp duty, Service Tax / GST, etc, at any stage and for any period in respect of the Said Land/ Sewer, Solid Waste Management, Electrical Energy, Registration, Stamp duty, Service Tax/GST, etc, at any stage and for any period in respect of the Said Land/ Said Residential Complex(whether levied prospectively or retrospectively).Such additional levy shall be borne and paid by the Buyer on pro rata basis (as per Carpet Area of the Said Unit), on demand by the Developer/relevant Government authority as the case may be. Provided however that the Developer shall provide to the Buyer the details of such additional tax/levy along with the acts/rules/notifications together with the dates from which such taxes/levies, etc. have been imposed or become effective. Provision to this effect shall also be incorporated in the Sale/Conveyance Deed to be executed by the Developer in favor of the Buyers, which in any case shall be binding upon the Buyer.

iii) **Cancellation**

That the allottee shall have the right to cancel / withdraw his allotment in the project as provided in the act:

Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The Developer shall return 50% (Fifty Percent) of the Balance amount within 45 (Forty Five) days of such cancellation / withdrawal and the remaining 50% of the balance amount on re- allotment of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allot tee, whichever is earlier. The promoter shall inform the previous allot tee the date of re-allotment of the said apartment / plot and also display this information on the official website of UP RERA on the date of re-allotment.

iv) **Earnest Money**

That it is agreed that 10% of the Basic Sale Price payable by the Buyer will constitute the Earnest Money. In case the Buyer withdraws from the Said Project for no fault of the Developer or fails to fulfill the terms and conditions of this Agreement despite being reminded of the same by the Developer this Earnest Money shall stand forfeited and this Agreement shall stand cancelled. In such an eventuality, the Developer shall be free to re-allot the booked unit. The monies paid in excess of the earnest money shall be refunded to the buyer as per the terms defined in Para 2.2 (iii), rules for Cancellation in this agreement. The conditions for forfeiture of earnest money shall remain valid and effective till the execution and registration of Conveyance Deed for the Said Unit.

v) **Preferential Location Charges (PLC)**

That Preferential Location Charges shall be payable for View (i.e. Unit facing or adjoining Park or Green or with an exclusive Garden), water body, exclusive open area and/or for Orientation (i.e. for Penthouse). These charges shall be payable in addition to basic sale price and shall form part of basic sale consideration.

If the Said Unit ceases to be preferentially located, then only the amount of PLC, paid by the Buyer shall be refunded without any interest thereon and such refund shall be made/adjusted after/in the last installment (as stated in the Schedule of Payments given in **Annexure 5**).

That if the Said Unit becomes preferentially located (if the Said Unit was not preferentially located at the time of signing of this Agreement or if the Developer has omitted to note the preferential location of a unit earlier and subsequently demands PLC charges for the same at a later date), the Buyer shall pay applicable PLC to the Developer, as and when demanded by the Developer. However, if the Buyer does not want this unit with PLC, then the same will be changed to a Non-PLC unit, if any such unit is available with the Developer failing which the Developer will refund the Buyer's entire money with interest @10% p.a.; and/or In case the Said Unit becomes additionally preferentially located, the Buyer shall pay Additional PLC to the Developer as applicable and in the manner as demanded by the Developers;

That all monies / sale consideration by the Buyer to the Developer in respect of the Said Unit payable under this Agreement shall at all times be payable only at Gorakhpur and all payments through post shall be sent to the Head Office of the Developer at the address mentioned herein above.

EXTERNAL ELECTRIC AND FIRE FIGHTING EQUIPMENT

- i) **That** the basic sale consideration mentioned in Clause 2 above is inclusive of the cost of providing for electric wiring and switches in the Said Unit but does not include anything which is not specifically stated to be so, including but not limited to, generators, service lines and the cost of fittings & fixtures, geysers and fans which shall be got installed by the Buyer at his/her/their/its own cost. Electric connection charges which have not been specifically stated will be charged extra and the amount payable will, inter-alia, cover the cost payable to the Electricity Board/Authority (which will provide service connection, service lines, sub-station equipment), cost of infrastructure for such installations and security deposit etc. The

Buyer will be required to pay the charges on pro-rata per square foot basis as demanded by the Developer and/or indicated in this Agreement hereinafter. All expenses will be charged in proportion to the carpet area of the residential unit to that of the carpet area of the said Residential Complex.

- ii) **The Fire Fighting Equipment and Fire Prevention Measures** which are required within the residential units and which become necessary on account of any interior decoration/ partition or heat load created by the Buyer shall be installed by the Buyer at the Buyer's own cost and the Buyer will obtain necessary written permission in this regard from the authority/authorities concerned.
- iii) **The Fire Safety Measures** in the Said Residential Complex shall be provided as per Fire Safety Code/ Regulations existing as on date of the execution of this Agreement. Proportionate charges in respect of the same are payable by the Buyer as per **Annexure 4** to this Agreement. If due to subsequent legislation/Government orders or directives or guidelines or if deemed necessary by the Developer, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand, by the Buyer to the Developer.

2.3 CAR PARKING FACILITY

The buyer shall have the right of user in respect of car parking facility (Slot No-**Nil**) as under:

One car parking on surface / Covered

3 CARPET AND COMMON

- 3.1 **The definitions of Carpet Area and Common Areas** as on the date of execution of this Agreement are agreed as per **Annexure 3** which forms a part of this Agreement and the same is understood and accepted by the Buyer. That inclusion of the common areas shall not give any right, title or interest therein as such to the Buyer, except as provided hereunder. It is, however, agreed that if the maintenance and replacement charges are paid regularly, as provided in these presents, the Buyer or anyone else lawfully claiming under him, will have the right to use the common facilities. In case of default of such payments, it shall not be open to the Buyer to claim any right of use of common facilities, for none has been agreed to be transferred by these presents. Similarly, if the Buyer commits any breach of any of the covenants herein, no right of use of common facilities shall be permitted until the breach is rectified. In case of any default committed, the Buyer will dis-entitle himself from availing of the said common facilities thereafter till such time that the default is rectified (with penalty) in terms of this Agreement, by the Buyer. The Developer and/or the Condominium Association of the Said Residential Complex shall be entitled to take action in case of default by the Buyer. Without prejudice to the other stipulations of this clause, it is clarified that in case of sale of a unit along with some attached open land/area/terrace, which is sold as a part of the unit and not as common areas, the owner of the unit shall have the exclusive right to use the said attached open land/area/terrace as owner thereof.

4. CHANGE IN AREA AND LOCATION OF THE UNIT

- 4.1 **That** for avoidance of any doubt, it is clarified Carpet Area is based on the approved plans but may undergo minor additions or alterations as may be necessitated by architectural and/or structural reasons, subject however that all such changes, as approved by the designated authority, would be intimated to the Buyer from time to time. The Buyer agrees to pay at the original rate for any increase in the Carpet area as a result of such addition/alteration. Similarly in the event of any decrease in the carpet area as a result of such alteration, the excess amount paid by the Buyer shall be adjusted in the last installment to be paid by the Buyer for the Said Unit. However in case any change in the carpet area of the Said Unit exceeding +/- 10%, the Buyer shall be given the option to exit this arrangement ("Exit Option") and upon the Buyer exercising the "Exit Option" the allotment of the Said Unit in favor of the Buyer shall stand cancelled and the Buyer shall be given a refund of the monies paid by him with interest @10% p.a. which shall be paid after sale of the Said Unit by the Developer to any third party.

The Developer shall confirm to the final carpet area that has been allotted to the allottee after the construction of the Building is complete and the completion certificate/ occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is reduction in the carpet area, then the promoter shall refund the excess money paid by Allottee within 45 days with annual interest at the prescribed rate in the rules from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area which is not more than 3% of the carpet area of the apartment allotted to allottee, the developer may demand that from the allottee as per the next milestone of the payment plan as provided in Annexure – 3. All these monetary adjustment shall be made at the same rate per square meter / square foot, as agreed in Para 2.1 of this agreement.

5. TIMELY PAYMENT

5.1 **That** punctual payment of installments as stated in **Annexure 5** and applicable stamp duty, registration fee and other charges payable under the Agreement is the essence of this Agreement and notwithstanding anything contained herein, breach of this condition by the Buyer shall disentitle the Buyer from raising any claims in respect of delay in handing over of possession of the Said Unit to the Buyer.

5.2 **That** the Buyer authorizes the Developer to adjust/appropriate all payments made by the Buyer under any head(s) of dues against lawful outstanding in the Buyer's name as the Developer in its sole discretion may deem fit and the Buyer undertakes not to object/demand/direct the Developer to adjust the Buyer's payments in any manner.

5.3 **That** in case the Buyer fails to pay 2 consecutive installments in the manner and within the time schedule as agreed in this Agreement and such default continues for a period beyond 30 days in each instance and/or commits any breach of other terms and conditions hereof, despite having been issued notice in that regard, then

at the option and discretion of the Developer, the earnest money shall stand forfeited and this Agreement shall stand cancelled without any notice to the Buyer. In such an eventuality, the Developer shall be free to re-allot the Said Unit. The monies paid in excess of the earnest money shall be refunded to the buyer without interest.

5.4 **That** the Developer shall have the right not to give effect to the above clause 5.3, in case it so deem fit and may condone the delay in payment after charging interest @ 12% per annum along with any other penalty or administrative charges. The Buyer understands and accepts that under this clause, the said interest shall be payable by the Buyer as any delay in making timely and punctual payments shall adversely affect the timely completion of the project as a whole. It is specifically reiterated that in case of any delay in making punctual payments at any stage, and notwithstanding condonation of the same by the Developer by charging interest, the Buyer shall no longer have the right to raise issues or claims with respect to delay in execution of the project. The omission of the Developer to specifically cancel the allotment in case of default in making the payment shall not be construed as waiver by the Developer of its rights under this Clause or Agreement.

5.5 **That** the default in making payment by one of the Buyers in case of allotment in joint names, shall be treated as default by both/all Joint - Buyers and they shall be jointly and severally liable for all consequences.

6. COMPLETION OF CONSTRUCTION AND POSSESSION

- 6.1 **That** the developer 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 apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as in case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Annexure – 5 (Payment Plan) and also buyer take possession on said unit through registration of sale deed
- 6.2 **That the Developer shall, under normal conditions, complete the construction of project in** which the Said Unit is to be located by 21.07.2029 beyond which, the Developer shall further be entitled to a grace period as approved by Gorakhpur Development Authority..
- 6.3 **That** the construction of the Said Unit within the stipulated period is subject to force majeure circumstances and subject to receipt of all payments punctually as per agreed terms by the Developer from the Buyer as per **Annexure 5**. On completion of the construction, the Developer shall apply for grant of Occupation Certificate/Completion Certificate and on receipt of occupation certificate shall issue final call notice to the Buyer who shall remit all dues within 3 (Three) months thereof and take possession of the Said Unit. In the event of his failure to take possession for any reason whatsoever, the Buyer shall be deemed to have taken possession of the allotted unit for purposes of payment of maintenance charges or any other levies on account of the Said Unit, but the actual physical possession shall be given on receipt of all outstanding payments as demanded by the Developer.

In case the Developer fails to complete the construction of the tower within the stipulated period as aforesaid and if the Buyer has paid all his payments on time, then in the event of delay beyond the committed period (timely completion being further subject to force majeure conditions), the Developer will be liable to pay to the Buyer interest @MCNR+1% on the payments made by the Buyer to the Developer for the period of delay. Similarly the Buyer would be liable to pay holding charges @ Rs.107.64/- (Rupees One Hundred Seven Point Sixty Four Only) per sq.mtr. per month of carpet area if he fails to take possession within 1 (One) months after paying all dues as calculated by the Developer under this Agreement from the date of offer of possession. The said holding charges shall be over and above the maintenance and other charges as stated herein.

Notwithstanding anything to the contrary contained hereinabove, except for the occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Said Unit in accordance with the terms of this Agreement, duly completed by the date specified herein or due to discontinuance of the Developer's business on account of suspension or revocation of the Developer's registration under the Act or for any other reason, the Developer shall be liable, on demand to the Buyer, in case the Buyer wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by the Developer in respect of the Said Unit, with interest @12% p.a., within 45 days of the receipt of such intimation from the Buyer in writing.

6.4 **That** the Buyer shall duly verify all aspects of the Said Unit before taking over of the possession and point out the defects, if any, which may exist in the Said Unit. However, upon the Buyer taking over possession of the Said Unit, the Buyer shall have no claim against the Developer in respect of any item of work in the Said Unit for any defect in workmanship, specifications, materials used or quality or provision of service, provided the same are as per the terms of this Agreement.

6.5 **That** the Buyer agrees and undertakes that he shall, after taking possession of the Said Unit or at any time before or thereafter, have no right to object to the Developer constructing or continuing with the construction of the other adjoining building(s)/tower(s) of the Said Project as per the Plans approved by the competent authority.

7. MAINTENANCE

7.1 **That** the Developer/Maintenance Agency/association of allottees shall have the rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any other part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

7.2 **That** the Developer or the Maintenance Agency appointed by the Developer shall look after the maintenance and upkeep of the common areas and facilities till the same is handed over to the Association of Owners of the Said Residential Complex. The Buyer agrees and consents to the said arrangement and he shall pay Interest

Free Maintenance Security (IFMS) @ Rs. XXXX,XXX/- per sq.mtr. of carpet area and all other maintenance charges determined by the Developer or the nominated maintenance agency, from time to time, depending upon the maintenance cost. That Buyer has to pay the enhanced rate of the maintenance charges and as when the cost of maintenance on the said flat will go up and also keeping in view of the actual cost of maintenance for which the necessary notice will be given by the Developer or developer nominated maintenance agency/resident welfare society as the case may be. In addition to the maintenance charges, the Buyer shall contribute to the Sinking/Contingency Fund @ Rs. XXX,XXX/- per sq.mtr. of carpet area to build corpus for replacement of assets and facilities of common use as and when the same becomes necessary. Any delay in making payments of maintenance charges will make the Buyer liable for interest @ 12% per annum. Non-payment of any of the charges within the time specified shall also disentitle the Buyer to the enjoyment of common services and facilities including lifts, electricity, water, maintenance security etc. Upon the handing over of the maintenance of the Said Residential Complex to the Association of Owners of the Said Residential Complex, the Buyer confirms and covenants that the quality of maintenance and upkeep of the Said Residential Complex shall be at least at par with the maintenance and upkeep undertaken by the Developer or the Developer nominated maintenance agency as the case may be. It is further clarified that the arrears in respect of the maintenance & other miscellaneous charges including but not limited to sinking fund, maintenance security etc shall constitute the first charge on the Said Unit in the hands of the Developer / Association, as the case may.

7.3 Internal Maintenance/Insurance

That is understood by the Buyer that the internal maintenance of the Said Unit and also insurance of its components shall always remain the responsibility of the Buyer.

8. POWER BACK-UP AND ELECTRIFICATION CHARGES

- i) **That** if the permission to receive and distribute bulk supply of electricity in the Said Residential Complex is received by the Developer or its nominated Maintenance Agency or the Association of Owners, the Buyer herein agrees to abide by all the conditions of the sanction of Bulk Supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive bulk supply and distribute the same is granted. Subject to the foregoing, the Buyer herein further agrees to enter into and execute any document as may be required for this purpose, containing requisite terms and conditions.
- ii) **That** the Developer shall install additional equipment for Power back-up facility common to all units in the said Residential Complex. Further it is agreed that the Developer shall mandatorily provide to the Said Unit, 1(One) kW of power back-up. And for this facility as also for securing necessary Electric connection from the competent authority for the Said Unit as well as providing the necessary infrastructure for the same, the Buyer agrees to pay to the Developer such amount and at such rate as specified in **Annexure 4** to this Agreement. Additionally, it is agreed and accepted by the Buyer herein that the availability of the said Power Back-up facility shall be subject to regular payment of charges towards the said facility. An Affidavit with regard to the said Power Back-up facility duly executed by the Buyer (s) is annexed hereto as **Annexure 7** to the Agreement.

- iii) Further it is agreed by the Buyer that the said Power Back-up facility is an additional feature herein and the Buyer shall not claim any loss or damage, whether direct or consequential, from the Developer in the event of default on the part of the Maintenance Agency/Association of Owners / any other body providing the same, to continue to provide the same. It is also agreed by the Buyer that in the event the Buyer requires any further Power Back-up for his appliances/equipment, the Buyer will be at liberty to avail-of the same from the Developer, subject to availability, at such additional cost as specified in **Annexure 4** to this Agreement or the Buyer may install appropriate stabilizers/Uninterrupted Power Supply units within the Said Unit at his own cost. It is agreed by the Buyer that the Power Back-up Facility provided by the Maintenance Agency/Association of Owner's / any other body providing the same shall be usage based and the Buyer shall regularly pay his proportionate share of costs, charges, expenses, etc. incurred by the Developer/Maintenance Agency/any other body providing the same. That the Buyer herein agrees and accepts that the Buyer shall not claim any loss or damage, whether direct or consequential from the Developer/ Maintenance Agency/any other body providing the same, in the event of low/high voltage, low/high frequency, inconsistent or non-availability of the same for reasons beyond the control of the Developer / Maintenance Agency/any other body providing the same.

9. EQUITABLE MORTGAGE

That the Developer shall have the right to raise finance from any bank/financial institution/body corporate and for this purpose create equitable mortgage (mortgage by deposit of title deed) of the Said Lands in favor of one or more such institutions and for such an act the Buyer grant(s) his/ her/ their consent for creation of such charge during the development of the Said Residential Complex/Unit, by signing a consent letter to this effect. Notwithstanding the foregoing, the Developer shall ensure to have any such charge, if created, vacated on completion of the project or before transfer / conveyance of title deed to the Buyer by the Developer.

10. LOAN FACILITY

- i) **That** in case the Buyer wishes to avail of loan facility for the purchase of the Said Unit from any Bank/Financial Institution, the Developer shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding upon and applicable exclusively to the Buyer only.
- ii) **That** in case the Buyer opts to pay the agreed price through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to the Developer as per the Payment Plan shall be ensured by the Buyer, failing which the provisions of this Agreement with regard to defaults shall become applicable.
- iii) **That** save and except in the case of any bank or financial institution with whom a Tripartite Agreement has been separately executed for financing the Said Unit, where the Developer has given permission to mortgage to any Bank/Financial Institution for extending the loan to the Buyer against the Said Unit, the Developer shall not be responsible towards any third party, who has made payments, remittances to the Developer on behalf of the Buyer and such third party shall not have any right in or under this Agreement whatsoever. The Developer shall issue the Payment Receipts

only in favor of the Buyer. Under all circumstances, the Buyer is and shall remain solely and absolutely responsible for ensuring and making all the payments due under the terms of this Agreement on time.

11. RESPONSIBILITIES & COVENANTS OF THE BUYER

11.1 That the Buyer shall not put up name or sign board, neon sign, publicity or advertisement material, hanging of clothes etc. on the external façade of the tower or anywhere on the exterior of the tower or common areas and shall not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.

11.2 That the Buyer shall not use the Said Unit or permit the same to be used for any purpose other than the purpose sanctioned as per Govt. Regulations or as may be earmarked in the Layout Plans sanctioned by the competent authority or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the adjoining units or for any illegal or immoral purposes, and shall not do or suffer anything to be done in or about the Said Unit which tend to cause damage to the adjoining units. The Buyer shall not use the Said Unit for any activity commercial or otherwise except for residential purpose.

11.3 That the Buyer undertakes to join in the execution of such documents and applications as may be required to facilitate registration of the Sale Deed etc in favor of the Buyer, failing which the Buyer shall alone be liable for all consequences arising from failure or neglect on the part of the Buyer to do so.

11.4 That except for the areas herein allotted and the necessary easementary rights pertaining thereto, all the common areas and the facilities and the residuary rights in the proposed tower(s) shall continue to vest in the Developer till such time as the same or a part thereof is allotted, sold or otherwise transferred to any particular Buyer or to the Association of Owners of the Said Residential Complex.

11.5 That the Buyer, if resident outside India shall be solely responsible to comply with the necessary compliances as required under the 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 remittances of payment(s) and for acquisition / sale / transfer of the immovable property in India. Submission of any documents / declarations etc. to the Developer, to that effect, as may be required, will be furnished by Buyer. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the RBI or any other applicable law. The Buyer understands and covenants that in the event of any failure on the Buyer's part to comply with the applicable laws/guidelines in this behalf, the Buyer alone shall be liable for any action under the FEMA or other applicable laws, as amended from time to time.

11.6 The Developer accepts no responsibility in this regard. The Buyer shall keep the Developer fully indemnified and harmless in this regard. Whenever there is a change in the residential status of the Buyer subsequent to the allotment/signing of this Agreement, it shall be the sole responsibility of the Buyer to intimate the same in writing to the Developer immediately and comply the necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of the Buyer and such third party shall not have any right in the application/allotment of the Said Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favor of the Buyer

11.7 That, if the Buyer has to pay commission or brokerage to any person for services rendered by such person to him whether in India or outside India for acquiring the Said Unit, the Developer shall in no way whatsoever be responsible there for and no such commission/brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer for the Said Unit.

11.8 That the Buyer further undertakes to become a member of the Condominium Association under Uttar Pradesh Apartment Act, 2010 and shall execute such documents as may be necessary for the purpose and shall pay the charges as determined by the said Association for the maintenance and upkeep of common areas.

11.9 That the Buyer undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the residential units, storage spaces and/or car parking spaces, slots, other common areas, facilities and amenities and shall be responsible for all deviations, violations or breach of any of the conditions of Rules and Regulations under the applicable law.

11.10 Alterations in the Said Unit.

- i. **That** the Buyer shall not make any such additions or alterations in the unit so as to cause blockage or interruption in the common areas and facilities within the Said Residential Complex and/or to cause any structural damage to the structure of the buildings in the Said Residential Complex.
- ii. **That** the Buyer has agreed that the Buyer shall not demolish any structure of the Said Unit or any portion of the same or cause to make any new construction in the Said Unit without the prior written approval and consent of the Developer or the local authority, if required. The Buyer hereby indemnifies the Developer from any liability devolving on the Said Unit or the Residential Complex attributable to any such act of the Buyer. The Buyer, however, undertakes that he shall not divide/sub- divide the Said Unit in any manner

12. CLUB

That Developer also develop a Club on in one premises of the Said Residential Complex , but not forming part of common area, club is being formed by converting two units area at its own cost and expense and also developing a Club for use by all the residents of the Said Residential Complex. This Club shall be initially maintained by the Developer or its nominated Agency. The cost of maintenance of the same shall be recovered by the Developer or the Maintenance Agency, as the case may be, from the residents/occupants of the Said Residential Complex. The Developer will offer membership of the proposed Club to the Buyer on such terms and conditions as the Developer may decide from time to time.

13. REPRESENTATIONS AND OBLIGATIONS OF THE DEVELOPER

The Developer hereby represents and warrants to the Buyer as follows:

13.1 **That** the Developer, through its agreements, is the owner and/or is otherwise well and sufficiently entitled to the Said Lands deriving its rights in respect of the Said Lands under the Builder Agreements and deeds with the predecessors- in-interest; the requisite rights to carry out development upon the Said Lands and absolute, actual, physical and legal possession of the Said Lands.

13.2 **That** the Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.

13.3 **That** there are no litigations pending before any Court of law with respect to the Said Lands, Said Project or the Said Unit.

13.4 **That** all approvals, licenses and permits issued by the competent authorities with respect to the Said Lands and the Said Project are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain in compliance with all the applicable laws in relation to the Said Lands and the Said Project.

13.5 **That** the Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title or interest of the Buyer created herein, may be prejudicially affected.

13.6 **That** the Developer has not entered into any Agreement for Sale and/or any Development Agreement or any other agreement/arrangement with any person or party with respect to the Said Lands including the Said Project and the Said Unit which will, in any manner, affect the rights of the Buyer under this Agreement.

13.7 **That** the Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Said Unit to the Buyer in the manner contemplated in this Agreement.

13.8 **That** the Developer undertakes to allow the Buyer after the execution of the Sale Deed and on payment of full and final consideration, to hold, use and enjoy the Said Unit and every part thereof without creating any unreasonable interruption either by itself or by any person or persons claiming under, for or on its behalf.

13.9 **That** the Said Lands are not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, interest and claim over the Said Lands.

13.10 **That** the Developer has paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies imposition, premiums, damages and other outgoings, whatsoever, payable with respect to the Said Project to the competent authorities till the date of execution of the Sale Deed in respect of the Said Unit in favor of the Buyer.

13.11 **That** 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 Separate Lands) has been received by or served upon the Developer in respect of the Separate Lands and/or the Said Project.

14. REGISTRATION OF SALE DEED & REGISTRATION CHARGES

That the Buyer shall pay, as and when demanded by the Developer, the stamp duty, registration charges and other incidental and legal expenses for execution and registration of sale deed in his favor, which shall be executed and got registered with 3 (Three) months of receipt of the Occupancy Certificate, subject to receipt of the total sale consideration, other dues, charges and expenses from the Buyer in respect of the Said Unit. In case, there is any change in the rate of registration/circle rates after the execution of this Agreement and/or even after the Buyer has deposited the same with the Developer, the revised registration charges shall be payable/receivable by the Buyer. The Buyer shall not be entitled to any interest or any other claims in case due to any reason there is a delay in getting the conveyance/sale deed registered after the Developer has received the money towards the same from the Buyer. However, in case of decrease of such stamp duty charges, the Developer shall refund the excess monies to the Buyer without any interest thereon.

15. NOTICES

15.1 **That** the Buyer's address as given in this Agreement shall be the address for the purpose of issuance of any/all notices and it shall be the responsibility of the Buyer to inform the Developer about all subsequent changes, if any, in his address failing which, all notices and letters posted to the first address will be deemed to have been received by him at the time when those should ordinarily reach such address and the Buyer shall be responsible for any default in payment and other consequences that might occur there from.

15.2 **That** all letters, receipts, and/or notices issued by the Developer or its nominee and dispatched under a registered mail / speed post/through courier to the last address known to it of the Buyer shall be sufficient proof of receipt of the same by the Buyer and shall fully and effectually discharge the Developer or its nominee.

15.3 **That** in case there are joint buyers all communications shall be sent by the Developer to the Buyer whose name appears first and at his last known address, which shall for all purposes be considered as served on all the Buyers.

16. ENTIRE AGREEMENT

That this Agreement along with its annexure and the terms and conditions contained in the Application Form submitted by the Buyer to the Developer, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreement, correspondence, arrangements whether written or oral, if any, between the parties except as specifically stated in this Agreement. The terms and conditions of the Application shall continue to prevail and be binding on the Buyer, save and except, in cases where the terms and conditions of the application are inconsistent with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail.

17. TRANSFER / NOMINATION

That the Buyer shall not be entitled to get the name of his nominee (s) substituted in his place without the prior approval of the Developer who may in its sole discretion permit the same on such terms as it may deem fit. In case approval is given, all nominees shall be bound by the terms of this Agreement as well as the applicable laws, license condition and all other applicable rules etc. The transferee shall pay administrative charges at the time of such transfer as prescribed by the Developer from time to time. Any change in the name (including additions/deletion) registered with the Developer will be deemed as transfer for this purpose.

18. FORCE MAJEURE

18.1 **That** if the development of the Said Unit is delayed due to force majeure circumstances, which, inter-alia, include delay on account of civil commotion, war or enemy action, flood, drought, fire, cyclone, earthquake, or any act of God, delay in certain decisions/ clearances from any statutory body, or if non development of the Said Unit is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Developer and in any of the aforesaid events, the Developer shall be entitled to a reasonable corresponding extension of the time of completion of construction of the Said Unit.

18.2 **That** the Developer as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Developer so warrant, the Developer may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the Buyer(s) for the period of delay/suspension of the scheme.

19. WAIVER

That if at any time any party waives or fails to enforce any right under the provisions of this Agreement, such waiver or failure shall not be construed as a continuing waiver or failure to enforce this Agreement against the other party or other provisions of this Agreement. None of the terms of this Agreement shall be held to have been waived or altered unless such waiver or alteration is in writing and signed by the parties.

20. SEVERABILITY

That if any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will, to the extent of such illegality, invalidity, voidness, void ability unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Agreement and the remainder of such provision will continue in full force and effect.

21. ARBITRATION

21.1 **That** it is agreed between the parties that any dispute which may be in relation to this present Agreement would not be taken up by the parties against each other in any criminal complaint either to the police or any Court.

Both parties specifically waive their rights to do so against each other. The Buyer also waives his right to file Consumer Complaint on any issue which may be connected or arise out of this Agreement. Parties agree to resolve their entire disputes through the Dispute Resolution Mechanism agreed herein below.

21.2 **That** in case of any dispute or controversy arising out of or in connection with this Agreement the same shall be referred to the Arbitration in accordance with the Arbitration & Conciliation Act, 1996 and the Rules made there under as amended from time to time.

The place of Arbitration shall be Gorakhpur and the language of the arbitration shall be English.

The cost of arbitration including the arbitrators' fee shall be shared jointly by the Developer and the Buyer. The parties agree that during the pendency of the Arbitration, the parties shall continue to discharge their respective obligations under this Agreement.

21.3 **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.

22. JURISDICTION

That it is agreed that courts, tribunals, judicial and quasi judicial bodies at Gorakhpur alone shall have jurisdiction for adjudication of all matters arising out of or in connection with this Agreement

23. FURTHER ASSURANCES

That the parties herein agree that they shall execute, acknowledge and deliver to the other such instruments and take such 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 any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24. BINDING EFFECT

That this forwarding Agreement to the Buyer by the Developer does not create a binding obligation on the part of the Developer or the Buyer until, firstly the Buyer signs and delivers this Agreement with all the Schedules/Annexure along with the payments due as stipulated in the Schedule of Payment within 30 (thirty) days from the date of receipt by the Buyer and secondly, appears for registration of the same before the Sub-Registrar concerned as and when intimated by the Developer. If the Buyer fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Buyer and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Buyer for rectifying the default, which if not rectified within 30 (thirty) days from the date of receipt of such intimation by the Buyer, the Buyer's application for allotment of the Said Unit shall be treated as cancelled and all sums deposited by the Buyer in connection therewith including the booking amount shall be returned to the Buyer without any interest or compensation whatsoever.

25. RIGHT TO AMEND

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFFERED TO IN THE AGREEMENT:

Whenever in this agreement it is stipulated that the Allot tee has to make any payment, in common with other Allot tee(s) in Project, the same shall be the proportion which the carpet area bears to the total carpet area of all the apartment in the project.

27. This agreement supersedes all previous agreement signed by both parties (if any).

28. RECITALS AND ANNEXURES

The Recitals to this Agreement and all annexure/schedules shall form an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date first abovementioned at Gorakhpur, in the presence of witnesses who have also signed this Agreement simultaneously:

<p>SIGNED, SEALED & DELIVERED BY THE within named Developers in the presence of :WITNESSES :</p> <p>1.....</p> <p>2.....</p>	<p>For Buyer</p>
--	------------------

The above Transfer is hereby confirmed.

For Developer

Authorized Signatory

Date :

ANNEXURE – 1**(Description of the Said Unit)****Unit Description**

Unit No. : XXXX
 Floor : XXXX
 Tower : X
 Carpet Area (approx) : XXX.XX sq.mtr.
 Covered Area (approx) : XXX.XX sq.mtr.

Boundary

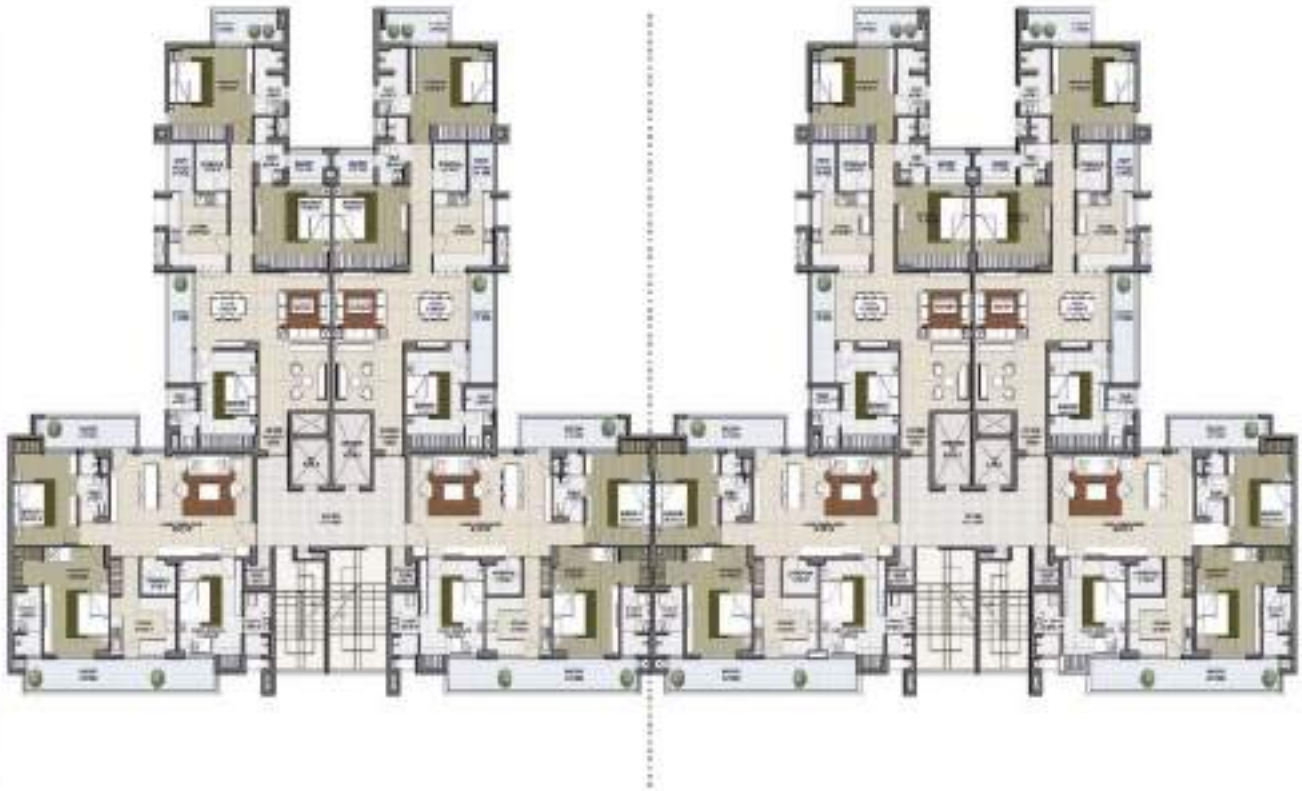
East : XXXXX
 West : Flat No. XXXX
 North : XXXXXXXX
 South : Flat No. XXXX

ANNEXURE – 2

(Floor Plan of the Said Unit)

TYPICAL FLOOR PLAN

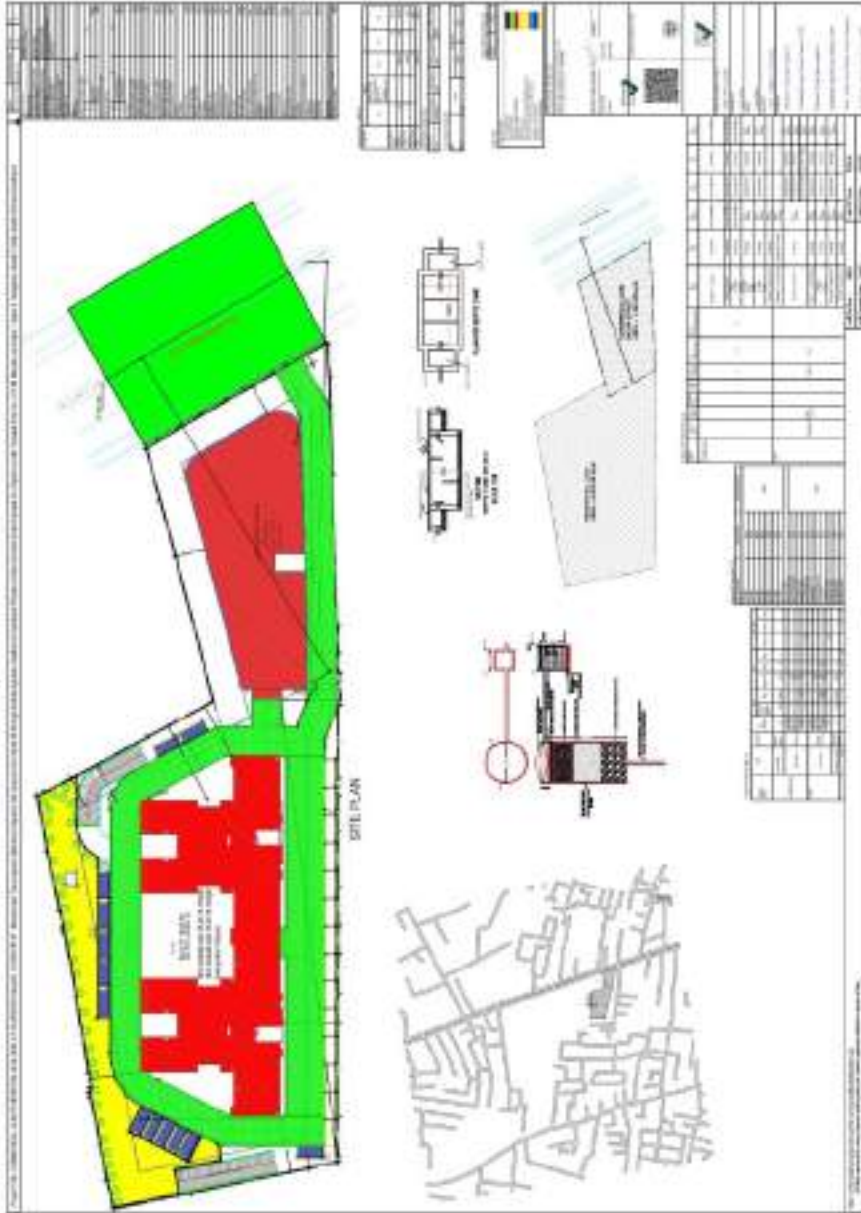
Elite Heights



Developer

Buyer (s)

(Layout Plan of the Said Project)



Developer

Buyer (s)

ANNEXURE – 3

DEFINITION OF BUILT-UP AREA, COMMON AREAS AND SUPER AREA

Carpet area shall mean the net usable floor area enclosed by its periphery walls and includes area under the columns, cupboards and the internal partition walls of the Residential Unit.

Common areas shall be deemed to mean and include all such parts / areas in the Said Residential Complex which the Unit Buyer shall use by sharing with the other occupants of the Said Residential Complex including:

- a) the entire land of the Said Residential Complex;
- b) the stair-cases, lifts, stair-case and lift lobbies, fire escapes, ledges on all floors and Porch and common entrances and exits of the Towers/buildings;
- c) the common terraces, parks, play areas, open parking areas and common storage spaces;
- d) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- e) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- f) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- g) Community Building;
- h) all other portions of the Said Residential Complex necessary or convenient for its maintenance, safety, etc. and in common use;

However, Common Areas shall not include balconies, verandahs and open terrace meant for exclusive use of any Residential Unit of the Said Residential Complex. In case a Unit comes with an open terrace for exclusive use, the Buyer of such Unit shall not be permitted to cover the same and shall be permitted to use the same as open terrace only.

ANNEXURE - 4
SUMMARY OF OTHER CHARGES

S. No.	Particulars	Applicability (Y/N)	Basis	Rate (Per sq.mtr of Carpet area)	Payable Amount (in Rs.)
1.	External Development Charges (EDC)	(Yes)	Sq.mtr.	<u>0.00</u>	<u>0.00</u>
2.	Infrastructure Development Charges (IDC)	(Yes)	Sq.mtr.	<u>0.00</u>	<u>0.00</u>
4.	Electrification & 1 kW Mandatory Power Back-up Charge	(Yes)	kW	<u>0.00</u>	<u>0.00</u>
5..	Optional Power Back-up Charge: 1 (One) kW	(No)	kW	NA	NA
6..	Fire Fighting Charges	(Yes)	Sq.mtr.	<u>0.00</u>	<u>0.00</u>
7..	Interest Fee Maintenance Security (IFMS)	(Yes)	Sq.mtr.	<u>XXX.XX</u>	<u>XXXXXX.00</u>
8.	Sinking Fund / Contingency Deposit	(Yes)	Sq.mtr.	<u>XXX.XX</u>	<u>XXXXXX.00</u>
9..	Legal / Documentation Charges	(Yes)	Lump sum	N.A.	<u>0.00</u>
10.	Water Connection Charges	(Yes)	NA	N.A.	At actual
11.	Registration / Stamp Duty Charges	(Yes)	NA	N.A.	Actual as applicable
12.	Any Other Charges and/ or taxes, cess, levies etc. imposed by the Developer and/ or any government or state authority in respect of the Said Lands and/ or the Said Residential Complex and/ or the Said Unit:	(Yes)	NA	Actual as applicable

Note:• The IFMS and Sinking Fund / Contingency Deposit shall never be returned to the Buyer but after the formation of the Association of Owners, the Association shall solely be entitled to it subject to any Agreement which the Developer may have entered into with the Association.

Developer

Buyer (s)

ANNEXURE - 5



1-April-2023

ELITE HEIGHTS**Rajendra Nagar****Payment Plan**

DOWN PAYMENT PLAN	
On Booking	20 %
Within 30 days	75%
On offer of Possession(with 100% IFMS)	5%

CONSTRUCTION LINKED PLAN (CLP)	
On Booking	20%
On Excavation	5%
On Laying of Raft	5%
On Casting of Basement slab	5%
On Casting of Ground Floor	5%
On Casting of 2 nd Floor Slab	5%
On Casting of 3 rd Floor Slab	5%
On Casting of 4 th Floor Slab	5%
On Casting of 5 th Floor Slab	5%
On Casting of 6 th Floor Slab	5%
On Casting of 7 th Floor Slab	5%
On Casting of 8 th Floor Slab	5%
On Casting of 9 th Floor Slab	5%
On Casting of 10 th Floor Slab	5%
On Completion of External Plaster/Primer	5%
On Offer of Possession	10%

Office Address -Paalm Paradise, Ramgarh Taal, Deoria by pass Road, Gorakhpur- 273016(U.P)
Contact No:- 08948888881 / Toll free No- 18008335848

- Legends: BSP – Basic Selling Price; P.L.C. - Preferential Location Charges; EDC / IDC – External / Internal Development Charges; AIFC – Additional Infrastructure Facility Charge; SCC – Smart City Charge; IFMS – Interest-free Maintenance Security
- (*) Other Charges include Power back-up Charges; Transformer Charges, Water / Electric Connection Charges; Fire Fighting Charges, Sinking Fund/Contingency Deposit; Legal Documentation/Registration Expenses, etc.
- The Installments listed hereinabove shall become payable on demand irrespective of the serial order in which they are listed
- Scheme subject to revision / availability / withdrawal at anytime
- The maintenance charges on the basis of Unit Area of the Apartment as determined by the Company at the time of offer for possession of the Apartment shall be payable in advance for a period of two years before taking possession of the Apartment
- 1 sq.mtr = 10.764 Sqft.

ANNEXURE – 6
Specification

Bedrooms	
Ceiling/ Wall Finish	Smooth Finish POP
Doors	Flush Doors
Windows	Wooden or UPVC with Grills
Flooring / Skirting	Vitrified Tiles (2' x 2' Vitrified tile)
* Provisions of window Air- Conditioning	
Living/ Dining Rooms	
Ceiling/ Wall finish	Smooth finish POP
Doors	Designer main door (Framed Timber Door) other doors (Flush Doors)
Windows	Wooden or UPVC with Grills
Flooring / Skirting	Vitrified tiles (2'x4' or 3'x3' Double charged Vitrified Tiles)
*Provision of Split Units	
Toilets	
Ceiling	False Ceiling Provided
Wall Finish	Ceramic Wall Tiles Up-to DADO Level (2100 MM)
Doors	Flush Doors with waterproof layers inside
Ventilators	Wooden or UPVC
Flooring / Skirting	Ceramic tiles
Vanity Counter	Granite / Italian
Water Closet (WC)	Wall Hung Commode with flush valve
* Provision of Exhaust and Geyser)	
C.P. Fittings and Accessories	
GROHE / JAGUAR Toilet Fittings or Equivalent Fittings in All Toilets	
provision of Geyser	
Kitchen	
Ceiling / Wall Finish	Smooth finish POP with 2 feet designer tile above counter
Doors	Flush door with waterproof layer inside
Ventilators	Wooden or UPVC
Flooring / Skirting	Anti Skid Ceramic tiles
Sink and counters	Stainless Steel Sink with granite counter top
* Kitchen will be equipped with provisions Exhaust, Chimney, Geyser and R.O. fittings	
Balconies	
Ceiling / Wall Finish	Exterior Grade paint on plaster
Flooring / Skirting	Anti skid tiles / stones
Handrails and Parapets	MS Grill & wall
* Provision of Washing Machine (Plumbing and Electrical Only) space for inverter	

External Wall Finishes	
* This shall be provided with reputed brand exterior grade paint, which shall have water repellent properties	
Staircase	
Ceiling / Wall Finish	Exterior grade paint on plaster
Flooring / Skirting	Anti skid tiles or Granite on treads and risers
Handrails and Parapets	Decorative Child care MS/ Glass railings
Air-Conditioned Lobby / Reception area on ground floor	
Common Passage	
Ceiling	Partial attractive false ceiling (If required) provided with adequate lighting
Wall Finish	Exterior grade paint on plaster
Flooring / Skirting	Vitrified Tiles
Electrical Wiring & Installation	
Fixtures and fittings	ISI marked modular switches / sockets, Distribution boxes and circuit breakers. Wiring shall be ISI marked copper wiring in concealed conduits.
Plumbing	ISI marked water supply pipes with accessories and ISI marked PVC rain / waste water pipes
Security System	CCTV, EPBAX system
Lifts and Elevators	
	One passenger lifts and one goods lift of international make. *Lift wall will be treated with Granite / Italian / Designer tiles. Lift shall be provided with ARD (Automatic Rescue Device) System. Provision of phone connected to EPABX system in each lift.
Power Back-Up	
Power Back-Up in all common area	Parking, Common corridors, Staircase, Lifts, Pump room etc. 1kVA in each flat.

ANNEXURE – 7 AFFIDAVIT

I/We XXXXXXXXXXXX S/o XXXXXXXXXXXX and Resident at Vill. – XXXXXXXX, Post – XXXXXXXX, XXXXX XXXXXXXXXX.

1. That I/we have purchased an Unit No. XXXX, on Floor XXXX, Tower X, having a carpet area of XXX.XX sq.mtr in “Elite Heights”, Lacchipur Gorakhpur U. P. (hereinafter referred to as “the Premises”), from **M/s. Agrasen Realtors & Developers Pvt Ltd** (referred to as “the Developer”).
2. That the Developer has offered to install requisite equipments in order to make available power back-up in **XXXX (hereinafter “the Complex”)**.
3. That I/we accept the above offer on the broad terms as envisaged herein below.
4. That I/we hereby agree to avail of Power Back-up services at the Premises, to be provided by the Developer / nominated Maintenance Agency of the Developer (hereinafter referred to as the “Maintenance Agency”).
5. That I/we do hereby affirm and declare that I/we shall use the Power Back-up services in conformity with the conditions, rules, regulations, circulars, instructions, notices and information as may be provided by the Developer / Maintenance Agency.
6. That I/we do hereby agree, affirm and declare that I shall regularly pay the proportionate consumption charges calculated on per unit metered reading basis that may be installed by the Developer / Maintenance Agency.
7. That I/we do hereby agree, affirm and declare that I shall be billed by the Developer/ Maintenance Agency based on meter reading and that I/we undertake to pay the same within 7 days of receipt of the said bill.
8. That I/we agree that in the event the Developer will install a separate electric meter for such purpose (Power Backup), I/we shall have no objection to the same. In future the cost of replacement (in case of any defect arises) of electric meter (for power backup) of the same make / brand , shall be our sole responsibility.
9. That I/we understand that in the event a separate electric meter is installed by the Developer/ Maintenance Agency, the cost of such installation/repairs/replacement shall be borne by me/us.
10. That I/we hereby agree and affirm that in the event of non-payment of the aforesaid bills within due date, the Developer / Maintenance Agency shall be at liberty to disconnect the said Power Back-up services and demand payment of interest on the delayed payment at 18% p.a. which I/we shall be obliged to pay. Further, any reconnection of the same shall be done only after payment of all the dues including interest, cost, damages, etc. I/we agree that the cost of reconnection shall be borne by me/us.
11. That I/we shall pay all the aforesaid charges billed to me/us and I/we shall not hold or delay the payment of bill on account of any difference / dispute as to the accuracy or otherwise. I/We further agree and affirm that in the event of any difference / dispute, I/we shall first pay the required bill and thereafter seek to resolve the dispute within seven days of the due date as stated in the bill.
12. That I/we do hereby agree and affirm that all installations including but not limited to electrical wiring inside the Premises shall be done in conformity with the specifications and standards provided by the Developer / Maintenance Agency at my/our cost. I/We shall be solely responsible for any accident, injury, mishap, damage to the Premises, etc. on account of any default or non- compliance in this regard and shall not hold the Developer / Maintenance Agency responsible for the same in any manner whatsoever.

13. That in the event the Premises is leased / licensed to any person or entity, I/we shall indemnify the Developer / Maintenance Agency towards timely and adequate payment of bills towards the said Power Back-up services.
14. That in the event the Premises is leased / licensed to any other person or entity, I/we shall indemnify the Developer / Maintenance Agency against any theft, misuse, nuisance, delay or default in payment of consumption and other charges due and payable by such person or entity.
15. I/We agree that in case of non-use of the Power Back-up services for a period of one month or more, I/we shall pay the minimum charges per kWH of my connected load as per the Circular /Guidelines issued by the Developer / Maintenance Agency from time to time, provided prior intimation thereof has been given to the Developer/Maintenance Agency.
16. That I/we agree and affirm that I/we shall always comply with the applicable laws for the time being in force including but not limited to electricity laws and shall throughout indemnify the Developer / Maintenance Agency against non- compliance of the same on my/our part.
17. That in case of any dispute between the parties, same shall be referred for arbitration to the Arbitrator, who shall be appointed by the parties jointly. The language for arbitration shall be English and the venue shall be at Gorakhpur. That in case of any dispute or controversy between the parties hereto, the same shall be referred to the Arbitration of a Sole Arbitrator to be appointed by the Developer. The arbitration proceedings shall be held in accordance with the Arbitration & Conciliation Act, 1996, and the Rules made there under as amended from time to time. The place of Arbitration shall be Gorakhpur only and the language of the arbitration shall be English. The cost of arbitration including the Arbitrator's fee shall be shared jointly by the Parties.
18. That the courts at Gorakhpur shall alone have the jurisdiction to entertain any dispute between the parties.

DEPONENT

VERIFICATION

Verified this ____day of_____, 20__ that the contents of Paras 1 to 18 of the accompanying affidavit are true and correct to the best of my knowledge and nothing material has been concealed there from.

DEPONENT

VERIFIED BEFORE ME

Oath Commissioner

Developer

Buyer (s)

ENDORSEMENT (1)

<p>I/We hereby assign all the rights under this Agreement in favor of:</p>	<p>I/We hereby accept all the and liabilities rights and liabilities under this Agreement assigned in my /our favor by:</p>
<p>Transferor</p>	<p>Transferee</p>

The above Transfer is hereby confirmed.

For Developer

Authorized Signatory

Date:

Developer

Buyer (s)

ENDORSEMENT (2)

<p>I/We hereby assign all the rights under this Agreement in favor of:</p>	<p>I/We hereby accept all the and liabilities rights and liabilities under this Agreement assigned in my /our favor by:</p>
<p>Transferor</p>	<p>Transferee</p>

The above Transfer is hereby confirmed.

For Developer

Authorized Signatory

Date:

Prepared By

Checked By

Developer

Buyer (s)