

Dated this _____ day of _____

AGREEMENT

BETWEEN

DESERVE BUILDERS & DEVELOPER LTD ... Owner/Developer/Company

AND

Mr./Mrs./Ms. _____ Allottee /Purchaser

DESERVE ELITE

FLAT NO. :
WING :
FLOOR :
TYPE : BHK
SUPER AREA : _____sq. mtrs. i.e _____sq.ft.
COVERED AREA : _____sq. mtrs. i.e _____sq.ft.
CARPET AREA : _____sq. mtrs. i.e _____sq.ft.
ARCHITECT : Hafeez Contractor
STRUCTURAL CONSULTANT : Mahimtura Consultants Pvt.Ltd.
LEGAL CONSULTANT : Adv. Omprakash Shukla
RERA REGISTRATION NO. : UPRERAPRJ 7004

A PROJECT BY

DESERVE BUILDERS & DEVELOPER LTD.

Registered Office:

Deserve, CST Road Junction,
Opp. University of Mumbai premises,
Kalina, Santacruz (East), Mumbai - 400 098.
Tel.: +91 22 2686 4903/4068 9689
Fax: 40689601
Email: info@deserve.co.in
Web: www.deserve.co.in

Branch Office:

608-609, 6th Floor, Shalimar Titanium,
Vibhuti Khand, Gomti Nagar,
Lucknow - 226010, U.P.
Tel.:
Email: info@deserve.co.in,
Web: www.deserve.co.in

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made at _____ this ____ day of _____ BETWEEN Deserve Builders and Developer Ltd. a Company incorporated and registered under the provisions of the Companies Act, 1956 having its registered office at Deserve, CST Road Junction, Opp. University of Mumbai premises, Kalina, Santacruz (East), Mumbai 400098., hereinafter referred to as the “DEVELOPERS” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns) of the ONE PART AND Mr./Mrs./Ms. _____ of ____ age about ____ years an adult Indian Inhabitant residing/office at _____ and along with co-Purchaser Mr./Mrs./Ms. _____ of ____ age about ____ years an adult Indian along with co-Purchaser Inhabitant residing/office at _____ OR M/s _____ a partnership firm duly registered under the Indian Partnership Act 1932, bearing registration no. _____ having its office at _____ through its partner Mr/Ms _____ residing at _____ authorized vide authority letter dated _____ copy of the same annexed hereto OR M/s _____ a company incorporated and registered under the provisions of the Companies Act, 1956 having its registered office at _____ through its duly authorized signatory Mr./Ms _____ residing at _____ authorized vide Board Resolution dated _____ certified copy of the same annexed hereto OR Mr. _____ son of _____ aged about _____ for self and as the Karta of the Hindu Joint Family (HUF) known as _____ HUF, residing at _____ and having its place of business at _____ hereinafter referred to as the “PURCHASER” (which expression unless it be repugnant to the meaning or context thereof shall deem to mean and include his/her their respective heirs, executors and administrators) of the OTHER PART;

WHEREAS:

1. Vide an allotment letter dt.17/11/2012 a plot of land in Group Housing of Vrindavan Yojana No.III bearing No.11/GH-7(C), situated at Sector 11, at Rae Bareilly Road, Lucknow has been allotted to the Developers for development by “U.P. Awas Evam Vikas Parishad” constituted under the provisions of U.P. Awas Evam Vikas Parishad Act 1956 (hereinafter referred to as “the said Board”);
2. Vide an “Agreement for Sale for Group Housing” Dtd.06/04/2013 duly registered under Sr. No.5958 in Book No.1 Vol.No.15505 on page No.295 to 338 with the sub-registrar of assurances Lucknow (hereinafter referred to as “the said Agreement”), the said Board have agreed to grant development right and sell the premises/Flats/and also the aforesaid plot of land admeasuring 12034.26 sq.meters in Group Housing of Vrindavan Yojana No.III bearing No.11/GH-7(C), situated at Sector 11, at Rae Bareilly Road, Lucknow (hereinafter referred to as the “Said Land”) to and in favor of the Developers;

3. In pursuance to the said Agreement, the said Board vide Possession Letter Dt. 08/04/2013 handed over the physical possession of the said Land to the Developers for Development;
4. As the part of the said Land has been acquired for Road and Park by the said Board, the area of the said Land stands finally modified by the said Board as 11944.34 sq.mtrs.as per it's letter Dt.10/09/2013 bearing reference No.2071/Y/10/48 duly signed by Pariyojana Prabandhak i.e. Project Manager Shri Roopchand. The said plot of land ad-measuring 11944.34 sq.mtrs in Group Housing of Vrindavan Yojana No. III bearing No.11/GH-7(C), situated at Sector 11, at Rae Bareilly Road, Lucknow (hereinafter referred to as the "Said Property") is more particularly described in the First Schedule hereunder written;
5.
 - a) The Developers are fully entitled to develop the said property and construct building/s thereon in accordance with plans sanctioned by the concerned authorities known as Architect and Planning Unit of U.P. Awas and Vikas Parishad. The Developers have got approved from the Architect and Planning Unit of U.P. Awas avam Vikas Parishad the plans, specifications, elevations, sections and details of the aforesaid Buildings to be constructed on the said property. The Developers have also obtained Approved Plan cum Commencement Certificate bearing No.1935 Dt. 11/11/2013 from Architect and Planning Unit of U.P.Awas and Vikas Parishad;
 - b) The Developers have registered the said Project under the provisions of The Real Estate (Regulation and Development) Act 2016 hereinafter referred to as the "RERA Act" and The Uttar Pradesh Real Estate (Regulation and Development) Rules 2016 hereinafter referred to as the "U.P.RERA Rules" with the U.P.Real Estate Regulatory Authority at Lucknow on 31/07/2018 under Registration No.UPRERAPRJ7004;
6.
 - a) In accordance with the plans sanctioned by the Architect and Planning Unit of U.P.Awas avam Vikas Parishad, the Developers are developing the said property and are constructing thereon building to be known as "Deserve Elite" having 7 (seven) wings namely "A", "B", "C", "D", "E", "F" and "G" consisting inter-alia of ground floor plus such upper floors (hereinafter referred to as the "said Building") as sanctioned with such modification and amendment as may be permitted by Concerned Development Authority under the provisions of U.P.RERA Rules and RERA Act. The Developers agree and undertake that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the RERA Act and other laws as applicable;
 - b) To carry out the Development or construction of the said Building called "Deserve Elite" on the said property, the Developers have availed financial assistance by way of a project loan from Union Bank of India ("UBI") and executed necessary documents including Loan Agreement in favour of UBI. The Developers have mortgaged the project

to UBI as a security for the project loan availed from UBI. As contemplated in the said Loan documents the Developers are required to obtain NOC/Permission from UBI for sale of the premises/flats in the said project and accordingly by its letter dt. _____ UBI has granted its permission /NOC to the Developers for sale of the premises/flat being Flat No.____ on ___ floor in _____ wing in said Building. However Developer subject to what is contemplated in preceding recitals , alone have the sole and exclusive right to sell the premises/flats in the said building to be constructed on the said property and to enter into agreement/s with the purchaser/s of premises/flats in the said building and to receive the sale price in respect thereof;

c) As per the provisions of RERA Act 2016 separate accounts opened for the project named as “Deserve Builders and Developer Ltd.-Deserve Elite Project-Lucknow - RERA” one for collecting installment/consideration amount in Union Bank of India and another account for collecting GST amount in Kotak Mahindra Bank Ltd., thus the consideration and other amounts payable by the Purchaser from time to time shall be deposited in the Account opened by the Developers in above mentioned Bank Union Bank of India, Sachivalaya Branch Lucknow having Account No.38150101003750 having IFCO Code:UBIN0538159 and applicable GST shall be deposited in in Kotak Mahindra Bank Ltd., Kalina Branch, Mumbai having Account No.3411531385 having IFCO Code:KKBK0000631, GST No.09AADCD4203G1Z1. The Developers are entering into separate agreements with the several other persons and parties for the sale of premises/flats etc. in the said building;

7. a) For the benefit and convenience of the Purchasers, the Developers have given option of payment to the purchaser vide different schemes for payment namely I) Construction Link Plan (for short “CLP”) ii) Down Payment Plan (for short “DPP”) or iii) Flexi Plan (for short “FP”) as has been explained and informed to the Purchaser;
- b) For the benefit and convenience of the Purchasers, the Developers have given option to the Purchasers for purchase of Flats without standard amenities i.e. without flooring, internal wiring, internal painting, internal plumbing hereinafter such Flats shall be referred to as the said “Shell Flat (Raw Flat)”;
8. The Purchaser has/have visited the UPRERA Website of said project and verified all the details of the project and even also demanded from the Developers and the Developers have given inspection to the Purchaser of the documents of title relating to the said property including the Copy of the Land Title Search Report issued by the Advocate of the Developers, the relevant approved plans, designs and specifications prepared by the Developers Architects and all other documents as specified under the Concerned Statues;
9. The Purchaser has thoroughly verified seen and thus accepted all the above documents, plans, specifications, which the Developers have proposed, obtained with such

modification or amendment or changes as required by them for the Project with thorough detail knowledge of all the application, declaration the Purchaser has agreed to buy a premises/Flat at the price and on the terms and conditions as hereinafter appearing;

10. The Purchaser has agreed to purchase a Shell Flat (Raw Flat) or Premises/Flat ad-measuring _____ sq.mtrs. i.e. _____ sq.ft. Carpet area (calculated as per the definition of RERA Act) bearing No.____ in _____ Wing on _____ floor in Building known as “Deserve Elite” and more particularly described in the Second Schedule hereunder written (hereinafter referred to as “the said Premises/Flat”) and delineated with red coloured boundary line on the plan annexed hereto as Annexure “A” along with the permission to use balconies/verandahs admeasuring _____ sq.mts., _____ parking of two/four wheelers in open/basement as permissible under the applicable law and of pro rata share in the common areas (“Common areas”) as defined under clause (n) of Section 2 of the RERA Act for the price and on the terms and conditions hereinafter appearing;
11. The Purchaser confirms that he/she has applied for allotment of said Premises/Flat with full knowledge of all laws, rules, regulations, notifications etc. applicable to the purchase and acquisition of premises in state of Uttar Pradesh - India and the arrangement pertaining to the said Project in particular which have been explained by the Developers and understood by him/her. The Purchaser agrees that final allotment shall be made and confirmed by notice on completion of Project.
12. The Purchaser has seen the relevant documents/papers pertaining to the said Project and is fully satisfied that the title of the Developers with respect to the said property is marketable and the Developers has right and authority to develop the said Project on the said property and to sell the said Premises /Flat and other Premises/Flats in the building to be constructed thereon to any party under the terms and conditions mentioned in the sanction/Permission Letter issued by concerned Development Authority or other Authorities (hereinafter referred to as the said “Authority”) to the Developers and the Purchaser hereby accepts and agrees to abide by the terms and conditions of these presents.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS;

1. The Developers are constructing the said building consisting of seven wings i.e. “A” to “G” comprising of ground and such upper floors on the said property more particularly described in the First Schedule hereunder written in accordance with the plans, designs and specifications approved by the concerned authority and the same are which is available on the webpage of the said Project at website of the RERA Authority and which have been seen and approved by the Purchaser, with such minor variations and modifications as the Developers may consider necessary or as may be required by

Developers and the Architect for the best interest of the Project with the permission of the RERA Authority as per the provisions of the RERA Act, U.P.RERA Rules and Planning Unit of U.P.Awas and Vikas Parishad/the concerned local body/Authority or Govt.

2. a) The Purchaser agrees to purchase from the Developers and the Developers agree to allot to the Purchaser the said premises/flat ad-measuring _____ sq.mtrs. i.e. _____ sq.ft. Carpet area (calculated as per the definition of RERA Act) bearing Flat No.____ on ____ floor in ____ Wing in said Building namely “Deserve Elite” and more particularly described in the Second Schedule hereunder written and delineated with red coloured boundary line on the plan annex hereto as Annexure “A”, along with the permission to use balconies/verandahs admeasuring _____ sq.mts. , _____ parking of two/four wheelers in basement/stilt as permissible under the applicable law and of pro rata share in the common areas (“Common areas”) as defined under clause (n) of Section 2 of the RERA Act at or for the lump sum price of Rs_____/.- (Rupees _____ only) as per detailed breakup given in Annexure “D”, which shall be paid by the Flat Purchaser to the Developers and shall be deposited in above mentioned two separate accounts i.e Union Bank of India, Sachivalaya Branch Lucknow having Account No.38150101003750 having IFCO Code:UBIN0538159 and Kotak Mahindra Bank Ltd., Kalina Branch, Mumbai having Account No.3411531385 having IFCO Code:KKBK0000631, GST No.09AADCD4203G1Z1 as the case may be as per the CLP/ DPP/FP/ scheme opted by the Purchaser more particularly described in the Annexure “B” annexed hereto, payment of which is the essence of the allotment of the said premises/flat and in addition thereto the Purchaser shall also bear, pay and discharge to the Developers applicable GST, deposits, fees, charges, Cess, levies/to be levied by the Concerned authority including Government (State/Center) as may be demanded from time to time by the Developers as also by the concerned authorities. The Purchaser shall also pay the membership fees and other charges for club and other amenities as demanded by the Developers.

b) Further It is cleared by the Developer that as per Section 194-1A of the Income Tax Act the Flat Purchaser who have purchased the premises/flats having consideration value of Rs.50,00,000/-(Rupees Fifty Lakhs) and/or above shall be liable to pay 1% of the Consideration Value of the said Premises/Flat towards TDS to the Government Treasury and furnish the Form No. 26QB, Challan & TDS Certificate thereof to the Developer within 7 days from the date of such payment.

c) Vide an Application/Allotment Letter Dt._____ the Purchaser has booked the said Shell Flat (Raw Flat) or Premises/Flat and paid a sum of Rs._____ (Rupees _____ only) as a booking amount being part payment towards the lumpsum price of the said Premises/Flat (the payment and receipt whereof the Developers hereby admit and acknowledge) and remaining price of the said Premises/Flat shall be paid by the

Purchaser to the Developers as per the Payment Schedule annexed hereto as Annexure “B”.

d) The Developers are constructing the residential complex namely “Deserve Elite” with the loan assistance of UBI (Lender) to whom the entire project assets and receivables have been mortgaged/charged as and by way of exclusive first charge save and except first charge of U.P. Awas Awam Vikas Parishad and hence the rights hereby created shall be subject to prior mortgage/charge of UBI (Lender). The final transfer of the Premises/Flats in favour of the purchaser shall be made only subject to payment/deposit of the entire sale consideration and other amounts for the concerned premises/flat to UBI (Lender).

3 a) In the event of the Purchaser/s being desirous of obtaining housing loan from any bankers or financial institutions so as to purchase the said premises/flat under these presents, the Purchaser/s shall be entitled to do so only after obtaining previous written consent from the Developers and only after he/she/their having complied with, fulfilled, observed and performed her/his/their part of the obligations contained under these presents pay or cause to be paid the amounts so sanctioned to the Purchaser to purchase the said premises/flat in the said Building and further undertake to do so. The Developers do not give guarantee to such finance or housing loan and the Purchaser/s shall apply for and obtain such housing finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Developers indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

b) It is further agreed and understood that in the event of the Purchaser/s having obtained sanction of housing finance, Purchaser/s shall inform in writing to the Developers of having his/her/their obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly in the said project Account with the concerned Bank and in the name of the Developers and concerned Bank alone. Such disbursement/payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee) /Pay order directly in the name of the Developers and shall be handed over personally to the Developers. Acknowledgement, if any, by any unauthorized persons and/or the Purchasers herein shall not bind the Developers as having received such housing finance on behalf of the Purchaser/s.

c) It is further agreed and understood that the Purchaser/s, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Developers shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right and/or the said property to

any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser/s has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Purchaser/s to the Developers under these presents, the Purchaser/s alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser/s shall pay the amount due and payable to the Developers from his/her/their own source of income.

4. The Purchaser agrees and undertakes to timely and punctually pay to the Developers payable in the name of the said Project Account the amounts installments as per Annexure "B" hereto and other amounts, taxes, levies, within 15 (fifteen) days from the date of demand by the Developers. In the event of any delay in payment of the said installment/s, the Flat Purchaser shall pay to the Developers an interest at the rate of 10% per annum on the amount of payment due or as per the rate prescribed in U.P.RERA Rules from the date of the said amount payable by the Purchaser to the Developers on all the amounts due and payable by the Purchaser to the Developers under the terms of these presents. However, the Purchaser agrees that the demanded installment or/and other amounts shall not be delayed for more than 15 days from its due date and if thereafter, still the installment and/or other amounts and claims of the Developers is not paid, in that event the Developers shall have the absolute right to rescind cancel and terminate this Agreement.
5. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developers under this Agreement (including the proportionate share of taxes levied by concerned local authority and other outgoings and claims of the Developers) or on the Purchaser committing breach of any other of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate and cancel this agreement. Provided always that, the power of termination hereinbefore contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser Seven days prior notice in writing of their intention to terminate and cancel this agreement. Provided further that, upon termination and cancellation of this agreement as aforesaid, the Developers shall refund to the Purchaser the installments of sale price of the said Flat/Premises which may till then have been paid by the Flat Purchaser to the Developers within 45 (forty five) days from the date of cancellation or termination of this Agreement after deducting the booking amount/earnest money paid for the allotment of said Flat/Premises. However the Developers shall not be liable to pay to the Purchaser any interest on the amount so refunded. Further the Developers shall not be liable to reimburse to the Purchaser any Government Charges such as stamp duty, registration charges, GST , levies etc. Upon

termination of this agreement, under this clause, the Developers shall be at liberty to dispose of and sell the said Flat/Premises to any other person of their choice and at such price as the Developers may deem fit without any recourse to the Purchaser and irrespective of whether or not the Purchaser has realized the amount of refund of the amount so made by the Developers as above.

6. The Purchaser agrees that he shall pay the price of the said Premises/Flat and other costs calculated on the basis of the area, which is understood to include prorata share of the common areas in the Project. It is further understood and agreed by the Purchaser that the area of the said premises /flat given in this Agreement is tentative and subject to change as per the applicable laws and as per direction of the sanctioning Authority or Architect or Structural Engineers of the Developers which may result in minor change (decrease/increase) in the carpet area of the said Premises/Flats. The final and accurate area shall be that area which is shown in Completion Certificate from the competent authority. In case of increase in the allotted Carpet area of the said Premises/Flat of the area of the lawn/land beneath the building in which said Premises/Flat is situated, or common area, the Purchaser shall pay for the increased area proportionately as per the agreed rate and in case of decrease of the allotted area of the said Premises/Flat the amount received excess over and above the total price of the said premises/Flat based on the changed area, shall be refunded/ adjusted (as the case may be) proportionately as per the agreed price by the Developers without any interest.
7.
 - a) The Purchaser is well aware of and has also seen the web page created by the Developers on the website of the RERA Authority containing all the details of the said project as provided under sub-section(2) of section 4 and sub-section (1) of section 11 of The RERA Act and Rule 3(1) of U.P.RERA Rules ;
 - b) The Purchaser agrees that specifications shown in the brochure/pamphlet/advertisings etc. are indicative only and that the Developers may on its own discretion provide any additional/better specifications and/or facilities other than those mentioned in the brochure/pamphlet/advertisings etc. due to technical or aesthetic reasons including due to non availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Project/said premises. The Purchaser agrees to pay for the cost of additional/better specifications and/or facilities as additional cost proportionately or as the case may be, as and when demanded by the Developers.
8. The Purchaser specifically agrees to pay directly or if paid by the Developers then reimburse to the Developers on demand any Govt. levies, GST etc. levy able in future on the said property and/or Project developed/ constructed on the said property or the said Premises/Flat, as the case may be as assessable/applicable from the date of offer of possession of the said Premises/Flat to the Purchaser and the same shall be borne and

paid by the Purchaser in proportion to the area of the said Premises/Flat to the area of all the Premises in the said Project as determined by the Developers.

9. The Purchaser satisfies and confirms that the cost pointed out in Annexure “B” attached herein does not include any tax paid or payable by the Developers and/or its contractors in connection with the development work of the said Project/said Premises/Flat and Purchaser hereby agrees to pay the Developers, in addition to the cost pointed out in Annexure “B” annexed herein of the said premises/flat a price equal to the proportionate share of taxes, such proportionate share being calculated in the ratio of the carpet area of the said premises/flat to the total carpet area of the all the residential premises/flats in the said Project.
10. The Developers hereby agree to observe perform and comply with all the terms, conditions and stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and obtain from the concerned local authority occupation and/or completion certificates in respect of the said Flat/premises.
11. This Agreement is subject to the terms and conditions of sanction of layout plan, permissions, approvals, sanctions, and/or licenses issued, granted, sanctioned/to be granted, sanctioned or issued by Town Planning Authority or any other Competent Authorities in respect of the said Property/said Building to the Developers and the Purchaser hereby accept and agrees to abide by same.
12. The Purchaser has/have visited the website of the Authority and has/have seen and verified all the details of the project as well as the Developer, available on the web page of the project which is created by the Developers and is satisfied about the title and the authority of the Developer to develop the said property and the Purchaser confirms that right of the Developer to develop the said property is marketable and free from encumbrances. The Purchaser hereby undertakes not to raise any objection and/or requisitions to the title and the right of the Developers to construct the buildings and deal with or sell the flats and other Premises/flats therein.
13. It is agreed that the Developers shall not make any additions in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities annexed herein as Annexure “C” herein in respect of said Flat or Building without the written consent of the Allottee as per the provisions of the RERA Act. Provided that the Developer may make such minor additions or alternations as may be required by the Allottee or such minor changes or alternations as per the provisions of the RERA Act.
14. The Developers have agreed to provide the fixtures, fittings and amenities as per the sub clause (B) of clause (vi) of sub Rule (b) of Rule 14 of U.P.RERA Rules in the said

building and the premises/flat, are shown in the webpage of the said project in the website of the RERA Authority and also have been disclosed to the Purchaser prior to execution of these presents.

15. The Developers are entitled to carry out construction of the building and the wings by appointing their contractor/s, sub contractors with or without material on such terms as they may desire.
16. The Purchaser hereby agrees and undertakes that in addition to the consideration and other charges as above, he/she shall bear and pay to the Developers and shall also discharge all other charges including of development charges levied by competent authority whatever name called or in whatever forms with all such conditions by the Government of UP, public or local bodies or competent authorities as may be levied or levable before or after completion of the project.
17. (i) The Developers shall give possession of the said Premises/Flat to the Purchaser _____ with six months grace period unless delayed due to force majeure and other causes including:-
 - a) reasons beyond the control of the Developers and of their agents, by the aforesaid date or dates prescribed herein,
 - b) non availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court, against development of property; or
 - c) any notice, order, rules, notification, circular etc. of the Government and/or other public or competent authority; or due to Order of Court of Law;
 - d) changes in any rules, regulation, bye-laws or various statutory bodies and authorities affecting the development and the project; or
 - e) delay in grant of any further NOC/ permission/ license/ connection for installation of any services, such as lifts, electricity and water connections and meters to the project/ flat/ road or completion certificate from appropriate authority; or
 - f) delay or default in payment of dues by the Purchaser under these presents (without prejudice to the right of the Developers to terminate this agreement as contemplated hereinabove),
- (ii) The Purchaser agrees and confirms that in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser the entire amount received by the Developer, . The Developer shall intimate the Purchaser about such termination at least 30 days prior to such termination and after refund of the money paid by the Purchaser, the Purchaser agrees that he/she shall not have any rights, claims etc

against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

18. In the event of the Developers causing any deliberate and intentional delay in handing over possession of the said Flat subject to force majeure and other reasons set out hereinabove, the Developers shall pay to the purchaser interest at the rate prescribed in U.P.RERA Rules on the amount paid by the Purchaser to the Developer till date to be calculated from the date of the possession after the grace period mentioned herein till the handing over the possession of the said Flat to the Purchaser.
19. The Developer upon obtaining the Completion Certificate/Occupancy Certificate from the competent Authority the Purchaser shall take possession of the said Flat within 60 days of the Developers giving written intimation to the Flat Purchaser at the address last notified by him/her/them intimating that the said Flat is ready for use and occupation. The Purchaser before taking possession of the premises shall sign and execute further and other documents, deeds, etc. as may be required by the Developers to give due effect of allotment and sale of the above premises to the Purchaser. Till such documents is executed and registered and till possession of the said premises is handed over, the Purchaser shall not be entitled to transfer, sale or otherwise deal with his/her right under these presents in favor of any other persons or person. The Purchaser subject to what is stated above, before delaying with his/her right in the said premises, shall take prior written permission from the Developers.
20. The Purchaser hereby confirms that he/she/they are resident of India. If resident outside India, the Purchaser shall be solely responsible for compliance of statutory provisions of FEMA, Rules framed there under or any other statutory Enactments as may be applicable and as amended from time to time and shall provide to the Developers all requisite permissions, approvals, sanctions, to enable the Developers to comply with their obligations under these presents. In the event of any breach or failure to comply with the above obligations, the Purchaser alone shall be held liable or responsible for any action under the Concerned Statutes and the Developers shall not undertake any responsibility in this regard.
21. Before taking possession of the said Premises/Flat and thereafter whenever required, the Purchaser shall (i) sign and deliver all writings and papers as may be necessary including letters of possession, letters relating to electric meters, Transfer forms and other papers for formation for Resident Welfare Association (RWA).(ii) pay all the deposits payable to the Electricity Department, permanent deposits or deposits for water connection and electricity charges and other various charges and deposit for other services and agencies which become payable in respect of the said Premises/Flat and proportionately in respect of the Wings/Building/property or the same shall be reimbursed to the Developers by the Purchaser who shall be also pay proportionate share in respect of all payments made/or

required to be made by way of betterment charges, development charges contributions, Municipal taxes and or all other amount in respect of the said property and shall not raise any objection in respect thereof.

22. It is agreed that in case any structural defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer in writing with a certificate from the certified structural Engineer stating therein the complete particulars within a period of 5(Five) years by the Purchaser from the date of handing over possession, the Developer shall rectify such defects within reasonable period as per the RERA Act.
23. The Purchaser agrees that if any reserved parking space(s) is allotted to the Purchaser for exclusive use, then same shall be understood to be together with the said premises/Flat as its integral part and the same shall not have independent legal entity detached from the said premises/Flat. The Purchaser undertakes not to sell/transfer/deal with the reserved parking space independent of the said premises/Flat. The Purchaser undertakes to park his/her/their vehicle in the parking space allotted to him/her/them and not anywhere else in the said property.
24. This Agreement shall not give the Purchaser absolute ownership of the said premises/Flat until the Purchaser has complied with all the terms and conditions of this Agreement and a Conveyance of the said premises/Flat as per the sub-section(1) of Section 17 of the RERA Act has been executed and registered in his/her/their favour. Till the entire consideration amount is paid and the document executed in the favour of Purchaser as above, the Purchaser shall not claim any lien on the said premises/Flat.
25. The Purchaser is fully aware of the fact that external and peripheral service such as water lines, sewerage lines, storm water drain, roads, electricity etc. are to be provided by the Govt. or the concerned local authority up to the peripheral of the said Project.
26. The Purchaser, after taking possession or deemed possession of the said premises/Flat, as the case may be, or at any time thereafter shall have no objection to the Developers developing or continuing with the development of other Flats adjoining the said premises/Flat sold to the Purchaser.
27. The Developers are authorized to raise loan by creating mortgage of their right in the said property from any financial institution and the Purchaser shall have no objection in this regard. However, such security/mortgage, if created will be got paid off before transfer document is executed.

28. The Purchaser shall use the said Premises/Flat or any part thereof or permit the same to be used only for the purpose of his personal use as residence only. The Purchaser shall use the parking space if any allotted to him/her only for the purpose of keeping or parking the Purchaser's own vehicle.

29. (a) In order to provide necessary maintenance services the Developers may, after offer of possession of the said Building appoint an agency (hereinafter referred to as "Maintenance Agency") as the Developers may in its sole discretion deem fit. The maintenance, upkeep, repairs, lighting, security etc. of the said Wings/Building including landscaping and common lawns, water bodies and other common areas of the said Building shall be undertaken by the Developers or its nominated Maintenance Agency, till the Maintenance is handed over to the Association of Apartment Owners as described in the UP Apartment Act. The Purchaser agrees and consents to the said arrangement.

(b) The Maintenance & Management of the said Building shall be handed over to Association Of Apartment Owners (AOA) within a period of one year from the date of issue of completion certificate or the date, by which 60% (sixty percent) of the apartments have been handed over to the Purchasers, whichever is earlier. However, in case such Association is not formed, Maintenance Agency may opt to continue to provide maintenance and management services of the said Building and the Purchasers agree to continue paying the maintenance charges as may be decided by Vendors/Maintenance Agency in terms of the Maintenance & Management Agreement. The Purchaser/s promise, agree and undertake to become member of such Association Of Apartment Owners and to pay membership fee on its constitution / formation as per its bye-laws.

(c) The Purchaser shall pay maintenance deposit of Rs. _____/- (Rupees _____ only) and one year advance maintenance charges of Rs. _____/- (Rupees _____ only) (the maintenance charges may vary depending upon the maintenance cost at the time of possession/execution of Sale Deed) more particularly mentioned in the payment schedule annexed herein on or before the possession of the said premises/Flat or at the time of the execution of Sale Deed whichever is earlier and thereafter the Purchaser shall continue to pay Maintenance charges etc., which will be fixed by the Developers or its Maintenance Agency/ Association of Apartment owners from time to time depending upon the maintenance cost.

(d) The Purchaser apart from the payment of all the amenities as mentioned above further agrees to pay to the Developer Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Purchaser in paying the maintenance charges and other cost as raised by the maintenance agency from time to time. The Purchaser hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Developers/the Maintenance Agency of the said Flat,

whether the actual physical possession of the said Flat is taken over by the Purchaser or not. Further, in order to smooth function and mechanism of payment of monthly Maintenance Charges, the Purchaser hereby authorizes the Developers to consider/treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said flat and further the Purchaser hereby authorizes the Developers/Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Developers/Maintenance Agency from the date of commencement of maintenance services in the said Building against the aforesaid Advance Maintenance Charges and hereby agrees that the Developers/the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis. After the exhaustion of Advance Maintenance charges, the maintenance Agency /Developer shall render accounts of the advance maintenance charges and thereafter the Purchaser hereby agrees to pay on monthly/quarterly basis the maintenance charges as per the Bills/invoices raised by such Developers/Maintenance Agency specified and the Purchaser shall in the case of default of payment of maintenance charges as stated in such bill, pay maintenance charges along with interest at the rate of 18% p.a or at the rate of interest prescribed in U.P.RERA Rules on the arrears of maintenance charges as the case may be.

(e) The Purchaser agrees to pay the said interest free Maintenance Security deposit as per the schedule of payment given hereinafter. The Developers in their sole discretion may at a later date enter into a separate Maintenance Agreement with the Purchaser.

(f) Subject to Clause (b) stated herein above, in case at any time, the Developers hand over the Maintenance services of the said Building to the appointed Maintenance Agency/the Resident Welfare Association (RWA), as the Developers may deem fit, and thereupon the Developers shall stand completely absolved/discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/or claims, if any, of the Purchaser on account of the same.

(g) The Developers or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Flat/wings /Building constructed on the said property, its roof top, terrace, balconies, lawn etc. for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under these presents including for connections/disconnections of the electricity and water and/or for repairing/changing wires, gutters, pipes, drains, part structure etc. In case of urgency or exigency situation like fire, short-circuit, gas leakage, etc. and the Purchaser hereby authorizes the Developers to break the locks, doors, windows etc. of the said flat and to enter into the said wings/building in order to prevent any further damages/losses to life/property in the said property or adjoining Units/Building/Project.

30. That the said Building contains Club and the Club shall be managed by the Developers and/or its nominee up to the completion of the construction and other legal formalities to make it operational and thereafter it shall be handed over to Resident Welfare Association (RWA). The Purchaser shall not interfere in the management and/or maintenance of the Club in any manner whatsoever till the time the Developers hand over the Maintenance Services of the said Building as well as the said Club to the Resident Welfare Association (RWA) or any other agency appointed by such Resident Welfare Association (RWA). The Purchaser shall be entitled to avail the Club facilities/services as per the rules and regulations of the Club including payment of membership fees and other charges as may be demanded and claimed by the Developer and/or Resident Welfare Association (RWA).
31. The purchaser shall pay to the Developers Rs. 1,50,000/- (Rupees One lac Fifty Thousand only) for Swimming Pool charges and charges for Club House (One time non-refundable) more particularly mentioned in the payment Schedule annexed hereto.
32. The legal charges, Electric/Water Meter charges, proportionate share of the outgoings and maintenance charges, formation and registration of the Resident Welfare Association (RWA), Share Application Charges (if applicable), Corpus Fund (if applicable), Development Charges, Gas pipeline, proportionate share of taxes and other charges as demanded by the Developers shall also be paid by the Purchaser at the time of the execution of Sale Deed or on or before taking the possession of the said premises/flat. The Developers shall utilize the aforesaid amounts paid by the Purchaser to the Developers for meeting all legal costs, charges and expenses as also reimbursement of all costs, charges, expenses, deposits as may have been incurred/deposited/ spent/paid including professional costs of the Advocates of the Developers in connection with the cost of preparing and engrossing this Agreement and the Deed of Conveyance or assignment of lease, as the case may be.
33. It is agreed and clarified between the parties hereto that as such all payments shall be made in time as mentioned above and/or written schedule of payments as annexed hereto as Annexure "B" and as may be demanded by the Developers from time to time without any reminders from the Developers through A/C Payee Cheque(s)/ Demand Draft(s) drawn in favor of "Deserve Builders and Developer Ltd." and shall be deemed to be received by the Developers only upon encashment of such cheques/s.
34. The Developers alone shall be entitled to obtain the refund of various securities deposited by it during development of the Building with various Government/Local Authorities including for electric and sewer connection etc.

35. The Purchaser for himself and with intention to bring all the legal and authorised persons to whom the said Premises/Flat may come, doth hereby covenants with Developers as follows :—

- (a) To maintain the said premises/flat at the Purchaser's own cost and keep it in good tenantable repairs and condition from the date of taking possession of the said flat and shall not do or suffer to be done anything in or to the wings/building in which the said premises/Flat is situated, staircase or any passages which may be against the rule, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building/ wing in which the said premises/Flat is situated and in the said premises/Flat itself or any part thereof.
- (b) Not to store in the said premises/Flat or on the refuge floor any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building or storing of goods which are objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage are likely to damage the staircases, common passages or another structure of the said wings/building, including entrances of the said wings/building and in case any damage is caused to the said wings/building or to the said Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences thereof.
- (c) To carry, at his own cost, all internal repairs to the said premises/Flat and maintain the said premises/Flat in the same condition, state and order in which it was delivered by the Developers to the Purchaser and shall not do or suffer to be done anything to the said wings/building or to the said premises/Flat which may be in breach of the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser committing any contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the said wings/building.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said wings/building or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compounder any portion of the said property and the Said wing/building.
- (g) Pay to the Developers within 15 (fifteen) days of demand by the Developers, their share of security deposit demanded by concerned local authority or Government

for giving water, electricity or another service connection to the building in which the Flat is situated.

- (h) To bear and pay any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account change of user of the said Flat by the Purchaser viz. user for any purposes other than for residential purpose.
- (i) The Purchaser shall not let, sublet, transfer, assign or part with the Purchaser's interest in or benefits of this Agreement till execution of the documents/deeds as contemplated under these presents and even thereafter till all the dues are paid and if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and the document to be executed hereafter until the Purchaser has taken permission in writing to the Developers, of his/her /their said intention.
- (j) Shall not at any time cause or permit any public or private nuisance in or upon the said Flat, said Building or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the Developers or to the occupants.
- (k) Shall not discharge, dump, leave or burn nor cause or permit the discharging, dumping leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said flat and or the said Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the said Building to the requirement and satisfaction of the Developers and/or relevant Government and statutory authorities. If the Purchaser or members of his/her family or any servant or guest of the purchaser commits default of this sub-clause then the Purchaser shall immediately take remedial action and shall also be liable to pay a penalty of Rs.1000/- (Rupees One Thousand only) on each occasion on which the Purchaser or any person on his/her behalf commits default.
- (l) Shall not do either by himself/herself or any person claiming through the Purchaser anything which may or is likely to endanger or damage the said wings/Building or any part thereof the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the lifts/escalators, A/c Duct, Electric duct, Line lighting duct, electricity of poles, cables, wiring, telephone cables, sewage line, compound gate, or any other facility provided in the said wings/Building. If the Purchaser commits default of this sub-clause then the Purchaser shall immediately take remedial action and shall also be liable to pay to the Developers a penalty of Rs.1000/- (Rupees One Thousand only) on each occasion on which the Purchaser or any person on his/her behalf commits default.

- (m) Shall not obstruct cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, escalators, corridors and passageways in any of said Building.
 - (n) Till the transfer documents is executed and even thereafter if so required by the Developers the Purchaser shall permit the Developer and its surveyors and agents with or without workmen and others at all reasonable times, to enter into and upon the said property and building or any part or whole of the said Flat to view and examine the state and conditions thereof.
 - (o) Not to make any alteration or changes in the elevation and outside color scheme of the said Flat.
 - (p) At all times and at the Purchaser/s cost and expense to keep all partition walls, sewers, drains, pipes of and in the said Flat and appurtenances thereto, in good tenable repair conditions and in particular so as to support, shelter and protect the other parts of the said Building and not chisel or in any other manner damage the columns, beams, walls, slabs or RCC or make other structural changes in the said flat, save and except with the prior written permission of the Developers and the concerned authority.
 - (q) To observe and comply with all Rules and Regulations and Bye-laws which will be made by the Developers for acquiring the membership of the Health Club, swimming Pool, joggers Track provided and for use of its facilities and the management and maintenance of the Swimming Pool, Health Club and its infrastructure and the Plant and Equipment which will be provided by the joint Developers.
36. Irrespective of disputes if any arising between the Developers and the Purchaser all amounts, contributions and deposits including amounts payable by the Purchaser to the Developers under these presents shall always be paid punctually by the Purchaser to the Developers payable in the name of the said Project Account.
37. The Developers shall not alter the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities as described in respect of the said premises/Flat as stated in this Agreement /annexures hereto without the previous consent of the Purchaser. However Developer may without such consent of the Purchaser make minor additions or alterations as may be required by the allottee or such minor changes or alternations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer and intimate the same to Purchaser.
38. The Developers shall be entitled to change the use of the said property or any portion and/or wings/building to be constructed thereon and/or part or portion thereof with the

permission from the competent Authority but the same shall not affect the user of the said Flat.

39. In the event of any water storage tank being constructed or any other common facility being constructed or any other common facility being provided on the terrace/s then the concerned Maintenance Agency/Society shall be entitled to depute its representative to go to the Terrace for the regular check up and up keep for carrying out repairs to the tank/s and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the Purchasers of such Flats on the Terrace of the said Building.
40. The Purchaser after taking possession of the premises/flat as above, shall observe and perform all the rules and regulations which the Maintenance Agency or the Resident Welfare Association (RWA) may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises/flat therein and for the observance and performance of the said Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Maintenance Agency/ the Resident Welfare Association (RWA), regarding the occupation and use of the said premises/flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement and the document to be executed hereafter as contemplated above.
41. The cost of development of the said premises/flat is escalation-free, save and except increases, which the Purchaser hereby agrees to pay due to increase in area, increase in External Development charges, levy/ increase in Infrastructural Development Charges, Government rates, taxes, cesses etc. and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said premises/flat / said Building requiring the Developers to provide pollution control devices, effluent treatment plant etc. in the said wings/ Building, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Purchaser in proportion to the area of his/her premises/flat to the total area of all the premises/flat in the said wings/Building, as and when demanded by the Developers
42. The Developers shall be entitled to affix or install their logo/neon sign boards at the places they desire indicating their project on the said property and/or wings/buildings and neither the Purchasers of premises/flat and/or Residents Welfare Association on being

registered shall never object the same or cause any damage nor dismantle or damage the same.

43. The Purchaser after execution of the document/ Deed/Conveyance, shall have no claim save and except in respect of the said premises/flat hereby agreed to be allotted to him/her and to all open spaces, parking spaces, lobbies, staircases of wings/buildings terraces, recreation spaces etc. which will remain the property of the Developers.

44. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement/document to be executed hereafter or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers of any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchaser and shall not in any manner prejudice the rights of the Developers.

45. The Purchaser shall present this Agreement and the Deed/document to be executed hereafter at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developers will attend such office and admit execution thereof.

46. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser, by registered post at his/her address specified below :—

.....
.....
.....

47. (a) Upon completion of the said wing/Building, the Developers shall (subject to the whole of the consideration money and other cost and dues being received from Purchasers of all flats in the Building/s and on registration of an Organization), complete the transfer of the wing/Buildings /property in such manner as may be permissible at the cost and expense of all the Purchasers and on the terms and conditions of this Agreement and deed to be executed hereafter and the terms and conditions, if any, imposed by the Authorities In this behalf.

(b) The stamp duty, registration fee and other cost for execution and registration of all documents or any other Deed with respect to the said premises/flat shall be paid by the Purchaser and in default or delay the Purchaser shall indemnify and keep indemnified the Developers in regard to costs, charges and expenses incurred by the Developers and /or any damages suffered by the Developers on account of the Purchaser opting to defer or default in payment of the above said amounts. On registration of an

Organization/Resident Welfare Association stamp duty and registration charges if any payable on final transfer (Sale Deed) in respect of Building/Wings to such Association shall be paid by the Purchaser along with other Purchasers exclusively without holding the Developers liable or responsible for such payment or other consequential payment shall be paid proportionately by all the Purchasers in the wings/Building.

48. For the registration of these presents, the Purchaser binds himself/ herself and agrees to appear before the concerned Sub-Registrar of Lucknow and to present this document to get the same registered with the Developers in his/her favour at his/her cost and expenses and keep the Developers fully absolved and indemnified in this connection.
49. That in case the Purchaser has availed loan facility for the purchase of the said premises/flat, the Purchaser hereby covenants with the developers that after the execution and registration of these presents, the original shall be received by the developers on behalf of the Purchaser from the registration office directly and shall be deposited with the concerned financier/banker upon its undertaking to directly pay and transfer the sanctioned loan amount in accordance with the Banking Rules & Regulations.
50. This Agreement along with its Annexures, the entire Agreement between the parties with respect to the subject matter hereto and supersedes any and all understanding, any other agreements, allotment letter, Application, correspondences, arrangements whether written or oral, in any, between the parties in regard to the said premises/flat /property/building as the case may be. Thus the previous Agreement if executed earlier with respect to the said premises/flat by and between the Developers and the Purchaser herein shall be treated cancelled and in its place this new Agreement is being executed to meet the requirements of newly enacted RERA Act.
51. If any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be consistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. In no circumstances it shall render this Agreement void.
52. If any portion of the said property or any part thereof is acquired or notified to be acquired by the Government or any other public Body or Authority the Developers, shall be entitled to receive all the benefits in respect thereof and/or the Compensatory F.S.I. or additional constructions that may be permitted by the Local Body or concerned authority on the said property for any reason whatsoever. Such additional structures and storeys will be the sole property of the Developers, who will be entitled to dispose of the same in any way they choose and the Purchaser/s hereby irrevocably consent to the same. Under the circumstances aforesaid, the Purchaser/s shall not be entitled to raise any objection or

to any abatement in price of the premises/Flat agreed to be acquired by him/her/them or and/or compensation or damage on the ground of inconvenience or any other ground whatsoever.

53. A notice shall be deemed to have been served as follows:

- a. If personally delivered, at the time of delivery.
- b. If sent by courier, Registered (Post) A.D. at the time of delivery thereof to the person receiving the same.

54. For the purpose of this transaction the details of the Developers and the Purchaser are as follows:

a. Developers PAN No. _____

b. Flat Purchaser's PAN No. _____

Aadhar No. _____

THE FIRST SCHEDULE ABOVE REFERRED TO

All that pieces and parcel of land admeasuring 11944.34 sq.mtrs. Bearing No.11/GH-7 in Group Housing situated at Sector 11 of Vrindavan Yojana No.III, at Rae Bareilly Road Lucknow, State of Uttar Pradesh:

Bounded as follows:

North : 12.00 Mt. wide Road.

South : Plot No.11/GH-8.

East : Park.

West : 30.00 Mt. wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

A self contained Shell Flat (Raw Flat) or Premises/Flat admeasuring ____ sq.mtrs. i.e. ____ sq.ft. (Carpet area) calculated as per the definition of RERA Act) bearing No.____ in ____ Wing on ____ floor in wing “_____” of the Building known as “Deserve Elite” situated on property bearing No.11/GH-7 in Group Housing situated at Sector 11 of Vrindavan Yojana No.III, at Rae Bareilly Road Lucknow, State of Uttar Pradesh.

Bounded as follows:

North :

South :
East :
West :

IN WITNESS WHEREOF the parties hereto have put their respective hands on the day and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED)
BY THE WITHINNAMED)
The Developers)
Through its Director/Authorized Signatory)
Mr. _____)
Pursuant to the)
Resolution of its Board of Directors)
Passed in that behalf on the ____ day)
Of _____ .)
In presence of)
1))
2))

SIGNED SEALED AND DELIVERED)
BY WITHINNAMED)
Flat Purchaser)
Mr./Mrs./M/s _____)
In the presence of)
1.))
2.))

RECEIPT

RECEIVED on or before the day and year first hereinabove written of and from the within named "Purchaser" Mr. /Mrs. / M/s. _____ as sum of Rs. _____/- (Rupees _____ only) being the amount within mentioned be paid by him/her/them to us by
Cheque No. _____ Dated ____ drawn on _____.
Rs. _____/-

WE SAY RECEIVED

WITNESS:

1.

2.

ANNEXURE “A”

Floor Plan of the Premises/ Flat

ANNEXURE “B”

Payment Schedule as per Scheme CLP/ DPP/ FP

ANNEXURE “C”

List of Amenities:

ANNEXURE “D”

	AS PER APPLICABLE PRICE LIST
(A) BASIC COST OF THE Flat	
Basic Sale Price (BSP) @ Rs. _____ _____per sq.ft	Rs. _____
Preferential Location charges (PLC) Floor @ Rs. _____	Rs. _____
Park/Club Facing @ Rs. _____ [Road Facing @ Rs. _____]	Rs. _____
(B) ADDITIONAL COST	
1. Car Parking Covered/Open/ Jodi	Rs. _____
2. Lumpsum Maintenance Deposit (LSMD) @ Rs. ____ per sq.ft	Rs. _____
3. External Electrification Cost (E.E.C) @ Rs. _____ per sq.ft	Rs. _____
4. Fire Fighting Equipment Cost (F.F.E.C) @ Rs. _____per sq.f.t	Rs. _____
5. Power Back up Installation Cost @ Rs. _____ per KVA for _____ KVA	Rs. _____
6. Club Membership Fee	Rs. _____
(C) OTHER COST	
1. External Development Charges (EDC) @ Rs. _____ per sq. ft	Rs. _____
2. Others (if any)	Rs. _____
*TOTAL(A+B+C): AMOUNT IN FIGURE	Rs. _____

In addition to the abovementioned price, other charges such as, electricity meter deposits, water meter deposits, advance toward maintenance charges, legal charges, membership fees etc. and other statutory levies including GST, the cost of extra facilities including Club House charges and all other charges and taxes applicable thereon shall be extra.

Dated this ____ day of _____

M/s. _____

....Developers

AND

Mr./Mrs./M/s _____

...Flat Allottee/Purchaser

AGREEMENT FOR SALE

Adv. Om Prakash Shukla