

AGREEMENT TO SELL

This Agreement to Sell is executed on this _____ day of _____ 2021 at Gautam Budh Nagar, Uttar Pradesh:

By and Between

M/S SJP Hotels and Resorts Pvt. Ltd. (CIN no.-----), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at ----- and its corporate office at ----- (PAN-----), represented by its authorized signatory----- (Aadhar No.-----) authorized vide board resolution dated----- hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

Mr./ Ms.----- (Aadhar No. -----) son/daughter of -----, aged about-----, residing at -----, (PAN-----), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include hi/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The promoter and allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this Agreement to Sell, unless the context otherwise require-

- a) "**Act**" means the Real Estate (Regulation & Development) Act, 2016 (16 of 2016)
- b) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority [UP-RERA].
- c) "**Applicant**" means any person and shall include Individual/Firm/HUF/Company applying for booking of the Unit, whose particulars are set out in the Booking request/ Application Form and who has appended his signature in the acknowledgement of having agreed to the terms & conditions of the Booking request/ Application form. In case of more than one applicant, the other will be considered as co-applicant and prior to execution of the allotment letter they will be considered as Intending Allottee.
- d) "**Association of the Apartment Owner [A.A.O]**" means an Association which shall be duly formed under and existing as per the Uttar Pradesh Apartment (Promotion of construction, Ownership and Maintenance) Act, 2010.
- e) "**Allottee**" means those who have executed an application for allotment over a standard format of company, thereafter, a particular Unit has reserved for that particular Allottee and has agreed to abide by all the terms and conditions of the Allotment Letter till the time and indenture of Conveyance Deed/Title Deed

is executed. In case of more than one Allottee, the other will be considered as Co-Allottee and Allottee and the Co-Allottee will have an equal share in the Unit unless otherwise specifically provided.

- f) "**Apartment**" means a Unit in the project which is identified by a number and shall bear the same definition as under Section 2(e) of the Real Estate (Regulation & Development) Act, 2016.
- g) "**Application**" means a request for booking of Apartment made by the Applicant on a standard format of the Promoter or in any other manner whereby such request has been made.
- h) "**Area**" means-
 - i. "*Area of land*" means total Area of land over which the project is being constructed.
 - ii. "*Common Area and facilities*" means all facilities to be used by all the Allottee, such as entrance lobbies, corridors, staircases, staircase shafts, mummies, lobbies, lifts, lift lobbies, shafts, machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, Control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the complex, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.
 - iii. "*Independent Area*" mean the Areas which are not included as common areas for common use of Allottee and may be sold by the company/promoter without the interference of other Apartment owner.
 - iv. "*Limited Common Area and Facilities*" means those which are reserved for use of certain Apartment or apartments to the exclusion of the other Apartment.
 - v. "*Carpet Area*" means the net usable floor area of an apartment/ Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.
 - vi. "*Covered Area*" means the actual area of apartment/unit under the roof which includes carpet area, area covered by outer walls, balconies and additional area mandated by the authority concerned.
 - vii. "*Super Area*" means loading of other constructed areas including the constructed common areas over the carpet areas of the apartment/unit to be called as Super Area.
- i) "*Basic Cost of Apartment*" means the consideration amount for sale of Apartment exclusive of other charges which are mentioned in the booking request/ Application Form and the Agreement to Sell.
- j) "*Earnest Money*" shall mean 15% of the Total Price of the Apartment/Unit/Flat, including the booking amount paid by the Allottee(s)
- k) "*Fit Out Period*" means that after completing the construction the final touch i.e. installation of sanitary ware, kitchen, sink, CP fittings, Hardware

Accessories, final coat of paint (Items as per specifications of the Apartment/Unit) will be given to the Apartment/Unit. The duration of said fit-out is 90 days from the date of offer for fit out wherein the buyers may get this final installation done in their own presence.

- l) "*Force Majeure Clause*" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Allotment, which shall include but not be limited to:
 - i. Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.
 - ii. Explosions or accidents, air crashes and shipwrecks, act of terrorism.
 - iii. Strikes or lockouts, industrial dispute.
 - iv. Non availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
 - v. War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
 - vi. The promulgation of or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/company from complying with any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or any other Quasi Judicial Body or for any other reason whatsoever.
 - vii. In case of any litigation initiated by the Allottee or Group of Allottees and the matters remains pending before any Court/Authority/Tribunal/Judicial Body for more than 3 months which may affect the day to day working of the Company, for any reason whatsoever.
- m) "**Company**" shall mean "SJP Hotels and Resorts Pvt. Ltd.".
- n) "**LDA**" means Lucknow Development Authority, and herein also referred as 'Authority'.
- o) "**Government**" means the Government of Uttar Pradesh
- p) "**Layout and Plans**" means the Architectural Drawing of project comprising of whole planning of constructions, open areas and drawings of particular block, floor and a particular Apartment.
- q) "**Maintenance Charges**" means the charges to be paid by the Allottee/owner for the maintenance and upkeep of the said Project as per the maintenance agreement with the Company or to the Maintenance Agency at prescribed rates on the super built-up area of the said Apartment.

- r) "**Payment Plans**" means the mode of payment towards the captioned booking of Apartment having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.
- s) "**Project**" means the residential project named as "**MIGSUN JANPATH**", being promoted by the Promoter and to be built on Plot No. Plot No. T-5, IBB-1, SUSHANT GOLF CITY, LUCKNOW, U.P. and bearing RERA Registration Number _____.
- t) "**Promoter**" shall mean to include any person defined as a promoter under Section 2(zk) of the Act which shall include the Company as a Promoter. The Development Manager shall be deemed to be a Co-Promoter of the Project.
- u) "**Rules**" mean the Real Estate (Regulation and Development) Rules, 2016.
- v) "**Section**" means a section of the Act.
- w) "**Sell**" means an indenture to sell the freehold rights with regard to the Unit in favour of Allottee by the Company under Clause 7.2.
- x) "**Taxes**" means shall mean present and future taxes and levies/notified by the authorities, Central/ State Governments and recoverable from Allottee.
- y) "**Unit**" means a residential villa identified by a specific number allotted to the Allottee and a subject matter of the present Agreement and described under **Schedule – A** hereto.

WHEREAS:

- A) The Promoter Vide Sale Deed dated ____ has been allotted land by Ansal properties and Infrastructure Limited admeasuring 7373.56 Sq. Mtrs. situated at Plot No. T-5, IBB-1, SUSHANT GOLF CITY, LUCKNOW, U.P ("**Land**") for development of a Commercial project in terms of Hi-Tech Policy.
- B) That the Promoter having obtained the aforementioned rights from the APIL with regard to the said land, for the overall development of the project has inter-alia conceived the development & construction of units ("**Project**") there at and which were launched as "**Migsun Janpath**". The subject project is duly registered with UP-RERA under registration number _____.
- C) The Promoter is fully competent to enter into those Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project land is to be constructed have been completed.
- D) The Authority has granted the commencement certificate to develop the Project vide approval dated----- bearing registration No.-----.
- E) The Promoter has obtained the layout plan, sanctioned plan, specifications all necessary approvals for the project and also for the apartment plot or building, as the case may be, from Authority. The promoter agrees and undertakes that it shall be not make any changes to these approved plans except in strict compliance with section 14 of the Act and the other laws as applicable.

- F) The promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority on _____ under registration No. _____.
- G) The allottee had applied for allotment of an Unit in the project vide application No.----- dated ----- and has been allotted Unit No. ----- having carpet area of ----- square meters (-----square feet) in the project Migsun Janpath, more fully described in "**Schedule-A**" to the present Agreement.
- H) The Parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- I) The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules , regulations , notification etc. applicable to the project;
- J) In accordance with the terms and conditions set out in this agreement and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all the applicable laws, and now willing to enter into this agreement on the terms and conditions appearing hereinafter;
- K) 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 Unit.

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

1. TERMS:

1.1.1 Subject to the terms and conditions as detailed in this agreement, the promoter agrees to Sell to the Allottee and the allottee hereby agrees to avail the Sell of the Unit.

1.1.2 Both the parties confirm that they have read and understood the provision of section-14 of the Act.

1.2 The total consideration of the Unit based on the carpet area is Rs.-----
--(Rupees----- only ('Total Price'))

Unit No.-----

Type-----

Floor-----

Carpet Area-----

Total Price-----

The floor plan of the unit is annexed herewith as "**Schedule - "B"**"

Explanation:

1. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Unit;
 2. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification:
Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
 3. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 4. The Total Price of Unit includes recovery of premium paid towards the Project land, construction of not only the Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity at the closest point of supply, water line and plumbing, finishing as per the agreed Schedule and includes cost for providing all other agreed facilities, amenities and specifications to be provided within the Unit and the Project, if any.
 5. The Promoter is entitled to float any promotional scheme with regard to the Allotment of the units to the prospective allottee(s) and / or also for the units already allotted and the subscription to the said promotional schemes shall be purely discretionary at the option of the Allottee(s)/ prospective Allottee(s), however, the any benefit there under shall only be subject to timely payment being made as per the covenants of the present agreement.
- 1.3 The Total Price is escalation-free, save and except the 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 time under extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule – C** hereto ("Payment Plan").
- 1.5 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 **Schedule "D"** and **Schedule 'E'** in respect of the Unit 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.
- 1.6 The Promoter shall confirm the final carpet area of the subject Unit after the construction of the Project 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 forty-five days. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-C. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.2 of this Agreement.
- 1.7 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below-
 - i. The Allottee shall have undivided proportionate share in the Common Areas of the Project. Since the share/interest of Allottee in the Common Areas of the project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the project along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, however, since the subject plot is a recreational plot allotted by the Authority, to fulfill its obligations under the terms of sale/ allotment and in also view of the specific usage thereof defined under the terms of allotment/ sale

terms, the Promoter Company may obliterate certain rights (for complete or part thereof) as to the use or enjoyment of the common areas and / or impose special conditions with regard to the same including but not limited to the payment of fee, usage charges etc. It is clarified that the Promoter, subject to the permissibility and the terms & conditions under the terms of sale/ allotment by the Authority, shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate / deemed completion from the competent authority as provided in the Act;

- ii. That the computation of the price of the Unit includes recovery of price of premium towards the land, construction of not only the Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electricity to the closest point of supply, water line and plumbing, finishing as per the agreed Schedule and includes cost for providing all other agreed facilities, amenities and specifications to be provided within the Unit and the Project, if any.
- iii. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit, as the case may be.

1.8 It is made clear by the Promoter and the Allottee agrees that the Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent project under RERA and is a part of other real estate projects registered and being developed over the Land in favour of the Promoter Company. The subject project is a part of the integrated project(s) being developed by the Promoter Company, however, the facilities, areas and amenities mentioned under the schedule to the present Agreement shall be available for use and enjoyment of the Allottees as per the terms herein.

1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit 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, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Unit 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.

1.10 The Allottee has paid a sum of Rs. ____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Unit at

the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the as prescribed in the Payment Plan annexed as a Schedule 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 Rules.

2. **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule-C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**ROYALGOLF LINK PROJECTS PRIVATE LIMITED**' payable at New Delhi/ Noida.
3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**
 - 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder 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 fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
 - 3.2 The 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 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 apartment 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 Unit, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
5. **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be in terms of the present agreement. 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 as provided in Schedule C ("Payment Plan"). It is agreed by the Allottee that all benefits under the present Agreement are only subject to sufficiency and timely payments being made by him as per the present contractual terms.
6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:** The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit 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 the GNIDA/ Government/Authority and shall make no 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 UNIT:**
 - 7.1 Schedule for possession of the said Unit - The Promoter agrees and understands that timely delivery of possession of the Unit 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, subject to other terms & conditions of the present agreement and the mutual covenants, assures to hand over possession of the Unit 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 Unit:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and

confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

- 7.2 Procedure for taking possession - The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Unit to the Allottee, subject to the terms of this Agreement, to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable). The Allottee further understands and agrees that in view of the notification issued by the Authority on deemed completion, the Promoter Company shall be entitled to offer the possession of the unit upon deemed completion of the project and the Allottee accordingly shall be and remain fully bound by the same and shall obtain the possession of the unit on the basis of deemed completion itself and such offer for possession shall be taken to be also fulfillment of the obligation of the Promoter as required under the Act, Rules and the terms of the present agreement. It is further provided that, in the absence of Applicable Law, however, subject to the approval of the GNIDA (if required), a registered Sale 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) by the Authority. The Promoter agrees and undertakes to indemnify the Allottee in case of any deliberate failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. Needless to mention that upon application of the Promoter any delay in grant of completion certificate/occupancy certificate by the Authority shall not be deemed to be non-compliance or failure of the Promoter Company and waives his right towards claiming any compensation on account of the same. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate/ deemed completion (as applicable) for the Project.
- 7.3 Failure of Allottee to take Possession of Unit - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Unit 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 Unit 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. 2/- per month per sq. ft. of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2

- 7.4 Possession by the Allottee - After obtaining the completion certificate/occupancy certificate/ deemed completion (as applicable) and handing over physical possession of the Unit to all 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)].
- 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 entire 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 apartment / 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 apartment / 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 Unit (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 Unit, with interest at the rate prescribed in the Rules or as being directed to be paid by the Authority 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 or as being directed to be paid by the Authority, till the handing over of the possession of the Unit, 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:
- i. The [Promoter] has absolute rights with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - iii. That the subject land is presently encumbered in favour of ECL Finance Limited vide Indenture of Mortgage (without possession) dated 22.12.2017 registered with Sub Registrar, Greater Noida vide Document No. 37745, however, there are no restrictions, impediments, embargo etc. with regard to the development and promotion of the subject project and the execution of the present agreement by the Promoter Company.
 - iv. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and Unit and Common Areas;
 - vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. 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 Unit) which shall in any manner affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from executing the present agreement or to sell the Unit to the Allottee in the manner contemplated in this Agreement. Needless to state that in the event any specific approval / sanction shall be required from the GNIDA, the same shall be reasonably availed by the Promoter Company;
 - ix. At the time of execution of the Sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee. The e Common Areas shall also be handed over to the association of Allottees or

- the competent authority, as the case may be, in terms of the present agreement and the Act/Rules;
- x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
 - xi. The Promoter is obligated to pay 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/ deemed completion (as applicable) has been issued and possession of apartment, 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/ the association of Allottees or the competent authority, as the case may be;
 - xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- 9.1.1 Promoter fails to provide ready to move in possession of the Unit 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 Unit 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/ deemed completion, as the case may be, has been issued by the competent authority;
 - 9.1.2 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:
- 9.2.1 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; or

9.2.2 Subject to reasonable time (minimum 6 months) and opportunity being granted to the Promoter towards the correction of the situation by the Promoter under the aforementioned clause, the Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit (except taxes), along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1%, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

9.3.1 In case the Allottee despite having been issued notice in that regard fails to make payments for 2 (two) -consecutive demands made by the Promoter as per the Payment Plan annexed hereto and on account of which the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;

9.3.2 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 Unit 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.

10. CONVEYANCE OF THE SAID UNIT: The Promoter, on receipt of Total consideration of the Unit as per Para 1.2 under the Agreement from the Allottee, shall execute a registered sale deed of the Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate/ deemed completion as the case may be, to the Allottee:

[Provided that, in the absence of Applicable Law, the registered sale deed in favour of the Allottee shall be executed by the promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable) /

deemed completion]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the sale deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

- 11. MAINTENANCE OF THE SAID BUILDING/ UNIT/ 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/ deemed completion of the project. The cost of such maintenance for 1 (one) year from the date of completion certificate / deemed completion of the project has been included in Price of the Unit.

However if the Association of Allottees is not formed within 1 year of completion certificate / deemed completion of the project, the promoter will be entitled to collect from the Allottees amount equal to the amount of maintenance charges +10% in lieu of price escalation for the purpose of the maintenance for 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 terms of the agreement for sell 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 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.

- 13. RIGHT TO ENTER THE UNIT 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 Allottee and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the common areas, passages, corridors 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 Unit and keep the Unit, 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 Unit is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the Unit or anywhere in the Common Areas of the project. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the Unit or carry out any change in the exterior elevation or design of the Unit. Further the Allottee shall not store any hazardous or combustible goods in the Unit. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit and any such removal shall be carried at the sole risk and consequences of the allottee and any alterations made contrary to the covenants of the present clause shall release the promoter of its obligations under clause 12.

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 shall be responsible towards it. 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 Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) in the unit or anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act. Any failure to adhere to such terms shall release the Promoter of its corresponding obligations under the present agreement.

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 Unit 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 Unit.

- 19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010):** The Promoter 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 showing compliance of as applicable in Uttar Pradesh.
- 20. BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. 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, 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, subject to such deductions as may be levied by the promoter, 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 Unit/building, as the case may be.
- 22. RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
- 23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit 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 [Schedule - C] 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 provisions or of the right thereafter to enforce each and every provision.

- 25. SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 Unit bears to the total carpet area of all the Units 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 additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 28. PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee after the Agreement is duly executed by the Allottee and the Promoter
- 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 and / or served through email at the addresses mentioned below:

Name of Allottee_____

Email:

Promoter: M/s **ROYALGOLF LINK PROJECTS PRIVATE LIMITED**

Email:

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address / email address subsequent to the execution of this Agreement st 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.

- 30. JOINT ALLOTTEES:** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- 31. SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the apartment, Unit, plot or building, as the case may be, prior to the execution of this Agreement shall not be construed to limit the rights and interests of the Allottee under this Agreement 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 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.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

- (1) Signature
- (2) Name
- (3) Address

- (1) Signature
- (2) Name
- (3) Address

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE UNIT AND THE
GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH
BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'
FLOOR PLAN OF THE UNIT

SCHEDULE 'C'
PAYMENT PLAN

SCHEDULE 'D'
SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE UNIT)

SCHEDULE `E'
SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE PROJECT