

## AGREEMENT FOR SALE

This Agreement for Sale ('**Agreement**') made and executed at Ghaziabad on this the [♦] day of [♦] 2025.

### **BY AND BETWEEN**

**M/S SRSD BUILDCON VENTURE LLP [LLPIN: ACD-2404]** a Limited Liability Partnership duly incorporated under The Limited Liability Partnership Act, 2008, having its office at NH-24, Near Eastern Peripheral Expressway Toll, Dasna, Tehsil, & District Ghaziabad, Uttar Pradesh, represented by its Authorized representative [♦] [Aadhar No. [♦]] duly 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 successors-in-interest and permitted assigns);

### **AND**

***[If the Allottee is a company]***

\_\_\_\_\_, [CIN No. \_\_\_\_\_] a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, [PAN \_\_\_\_\_], represented by its Authorized representative \_\_\_\_\_ [Aadhar No. \_\_\_\_\_] duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the '**Allottee(s)**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

### **[OR]**

***[If the Allottee is a Partnership]***

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, [PAN \_\_\_\_\_], represented by its Authorized representative \_\_\_\_\_ [Aadhar No. \_\_\_\_\_] duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the '**Allottee(s)**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

### **[OR]**

***[If the Allottee is an Individual]***

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

***[If the Allottee is a HUF]***

Mr./Ms. \_\_\_\_\_, [Aadhar No. \_\_\_\_\_] son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_,

Signature of the Allottee(s)

Signature of the Promoter/ Authorized Signatory

[PAN \_\_\_\_\_ ], for self and as Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF having its place of business / residence at \_\_\_\_\_ hereinafter called the '**Allottee(s)**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members / member for the time being of said HUF and their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

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

#### **DEFINITIONS:**

For the purposes of this Agreement, unless the context otherwise requires: -

- a. "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b. "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority.
- c. "**Government**" means the Government of Uttar Pradesh;
- d. "**Rules**" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- e. "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- f. "**Section**" means a section of the Act.

#### **WHEREAS:**

- A. The Promoter is the absolute and lawful owner of Land admeasuring approx. 39421.50 square meters bearing Khasra No. 1848, 1853, 1854, 1859, 1861, 1862, 1863, 1864, 1865, 1866, 1868, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1887 situated at NH-24, Dasna, Tehsil, & District Ghaziabad, Uttar Pradesh duly registered in its favour vide sale deed(s) dated 08.07.2024 registered at the office of the Sub-Registrar; Sadar First, Ghaziabad, Uttar Pradesh in the Book No. 1, Volume No. 21193, at Page No. 399 to 412, as Document No. 8386 ('**Project Land**').
- B. The said Project Land is earmarked for the plotted development and construction of the said Project comprising of 122 Build-up Villas and 3 Commercial complexes and Kiosk(s) to be developed in multiple phases and the same shall be known as "**FOREST WALK PHASE-2 ('Project')**".
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Project Land on which the said Project is proposed to be constructed have been completed.
- D. The Ghaziabad Development Authority, Uttar Pradesh ('**GDA**') has sanctioned the

Layout Plan of the Project proposed to be developed by the Promoter on the Project Land vide file No. GDA/LD/24-25/1818 dated 19.11.2025. The Promoter proposes to develop the Project on the Project Land and the Entire Development in phase-wise manner along as per the Layout Plan more particularly shown in the statement annexed hereto and marked as **SCHEDULE-A & B**.

- E. The Promoter has obtained the Sanctioned Layout Plan for the Project, Sanctioned Plan for the Villa(s), specifications and all necessary approvals for the Project and also for the Villa(s) proposed to be developed on the Project Land from competent authority and / or concerned Governmental Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved Layout Plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority bearing Registration No. [◆] having Validity Period up to [◆].
- G. The Allottee(s) after examining and checking the right & title of the Promoter in the Project Land and the Entire Development, location, permissions and Approvals, features, Specifications and limitation of the Project, Project Land, the Entire Development and the said Villa (as may be applicable) and after being fully satisfied, had applied for the said Villa in the Project proposed to be developed on the Project Land vide Application Form No. [◆] dated [◆] and has been allotted Villa No. [◆] having Carpet Area of [◆] Square Meters [◆] Square Feet, constructed on the Plot admeasuring [◆] Square Meters [◆] Square Yards, along with Exclusive Area, such other area(s), Parking(s), as more, more particularly described in the statement annexed hereto and marked as **SCHEDULE-C**, as per the Floor Plan more particularly described in the statement annexed hereto and marked as **SCHEDULE-D**, with such Specifications as more particularly described in the statement annexed hereto and marked **SCHEDULE-E**, (“hereafter referred to as “**Villa**”) and pro rata share in the said Common Areas “Common Area and Facilities”.
- 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 Promoter has informed, and the Allottee(s) after having fully acquainted himself/themselves with the aforesaid facts has clearly understood and accepted, the rights of the Promoter in the Project and the Project Land. The Promoter has clarified, and the Allottee(s) has clearly understood, that the Layout Plan of the Project and the Entire Development, depict the various residential areas, commercial areas, other structures and facilities & amenities which are proposed to be developed in phases. The Allottee(s) has also understood that the

construction, structures, facilities and amenities and their earmarked uses in other phases / future development may be modified / amended by the Promoter in accordance with the approvals received/to be received from GDA/DTCP and other competent authorities, at any stage, as per Applicable Laws, to which the Allottee(s) shall have no objection, and such changes shall be binding on both the Parties.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the Applicable Laws, Rules, Regulations in the State and related to the Project, Project Land and the Entire Development.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the said Villa and the parking as specified in Para G.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the said Villa as more particularly described in the statement annexed hereto and marked as **SCHEDULE-C** as per the Floor Plan more particularly described in the statement annexed hereto and marked as **SCHEDULE-D**, with such specifications as more particularly described in the statement annexed hereto and marked **SCHEDULE-E**.
- 1.1.2 Both the Parties confirm that they have read and understood the provisions of Section-14 of the Act.
- 1.2 The Total Price for the Villa based on the Carpet Area is Rs. [♦] (Rupees [♦] Only) (“**Total Price**”). The breakup of Total Price more particularly described in the statement annexed hereto and marked as **SCHEDULE-G**.

**Explanation:**

- i. The Total Price above includes the Booking Amount paid by the Allottee(s) to the Promoter towards the Villa.
- ii. 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 Offer Possession of the Villa to the Allottee(s) and Project to the association of the Allottees or the competent authority as the case maybe after obtaining the occupancy certificate/part occupancy certificate for the Villa.

Provided that in case there is any change/modification in, or imposition of new, taxes, charges, fees, levies etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change/modification.

Provided further that if there is any increase in the taxes, charges, fees, levies etc., after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, for period post the scheduled date of completion, the same shall not be charged from the Allottee(s) save and except in case of delay in completion due to Force Majeure conditions.

- iii. The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in **SCHEDULE-G**, and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified in the Payment Plan [**SCHEDULE-F**]. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes, charges, fees, levies etc., paid or demanded along with the acts/rules/notifications together with dates from which such taxes, charges, fees, levies etc. have been imposed or become effective.
- iv. The Total Price of Villa includes recovery of price of Project Land, construction of not only the Villa but also the Common Areas, Internal Development Charges, External Development Charges, External Electrification Charges, Taxes, Cost of providing electric wiring and electrical connectivity to the Villa, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, Maintenance Charges, as per Para 11 etc. and includes cost for providing all other facilities, amenities and Specifications to be provided within the Villa in the Project, as more clearly detailed in **SCHEDULE-G** attached hereto.

### 1.3 Escalation Free Price

The Total Price is escalation-free, save and except increases which the Allottee(s), hereby agrees to pay, due to increase on account of development charge and any other cost, charges, levies, fee etc., payable to the competent authority and / or concerned Governmental Authority and/or any other increase in charges which may be levied or imposed by the concerned competent authority and / or concerned Governmental Authority from time to time or for any other reason. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development fee, cost, charges, levies etc. imposed by the concerned competent authority and / or concerned Governmental Authority, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments, and the demand made by the Promoter to the Allottee(s) on proportionate basis with regard to development charges, cost, charges, fees, levies, etc. shall be final and binding on the Allottee(s);

Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, for period post the scheduled date of completion, the same shall not be charged from the Allottee(s), save and except in case of delay in completion due to Force Majeure conditions.

- 1.3.2 The Allottee(s) agrees that any levies, charges, taxes, fees, duties house tax, water tax, sewerage tax, electricity charges, municipal tax, wealth tax, service tax or any other taxes or charges, of any nature whatsoever, in respect of the Villa, demanded by the competent authority and / or concerned Governmental Authority, whether retrospectively or prospectively, after the date of Offer of Possession of the said Villa, the same shall be paid by the Allottee(s) to the concerned competent authority and / or Governmental Authority on demand, without any recourse to / liability on the Promoter. However, in the event the Promoter is required to make payment of such levies, charges, taxes, fees, house/property tax, duties etc., to the concerned competent authority and / or Governmental Authority, then the Allottee(s) shall be liable to reimburse the same on proportionate basis (along with Interest) as per demand raised by the Promoter.
- 1.3.3 The Allottee(s) agrees that if the development charges, taxes, cost, charges, fees, levies, etc. or increase thereof is not paid, then the non- payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Agreement and the Promoter shall be entitled to levy interest, penalty and/or cancel the allotment and terminate this Agreement.
- 1.3.4 The Allottee(s) also agrees that if deemed necessary by any provision of the existing and future laws, guidelines, directions etc. by any concerned competent authority and /

or Governmental Authority made applicable to the said Villa / Project or any phases in the Project requires provision of new/additional facilities/equipment/devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., and / or increase in any type of securities to be paid by the Promoter / Allottee(s), increase in deposits and charges and increase therefor for supply of electrical energy and any other additional charges which may be levied or imposed by any concerned competent authority and / or Governmental Authority, court, tribunal etc. from time to time, then the cost of the such additional devices, equipment, facilities or up-gradation, security, deposit, charges etc. shall also be borne and paid by the Allottee(s) on proportionate basis, as and when demanded by the Promoter.

- 1.3.5 The Allottee(s) also agrees that the Promoter may modify, delete, improve any specification and/or facilities as mentioned in this Agreement due to technical reasons or in terms of prevailing law or for any other reasons beyond the control of the Promoter, provided the Promoter will provide specifications and/or facilities of equivalent standard / quality. The Allottee(s) agrees that in case the specifications and/or facilities provided by the Promoter is of superior quality / standard, then the Allottee(s) undertakes to make payment in respect of the same on proportionate basis, as and when demanded by the Promoter.
- 1.4 The Allottee(s) shall make the payment as per the Payment Plan set out in **SCHEDULE-F**. In the event of delay in payment of any installment by the Allottee(s), the Allottee(s) shall be liable to pay the Interest at such rate as defined in Clause (q).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments as per the then prevailing policy of the Promoter. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the Sanctioned Plan, Layout Plan for the Project (**SCHEDULE-B**), Floor Plan for the Villa(s) (**SCHEDULE-D**) and the Specifications of the Villa (**SCHEDULE-E**), without the previous written consent of the Allottee(s) as per the provisions of the Act or as per approvals/instructions/ guidelines of the concerned competent authority and / or Governmental Authority:
- Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act or as per approvals/instructions/ guidelines of the concerned competent authority and / or Governmental Authority.
- 1.7 The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Villa is complete and the occupancy certificate/ part occupancy certificate (as applicable) is granted by the competent authority and / or

concerned Governmental 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(s) within forty-five days with interest at such rate as defined in Clause (q), from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Villa, allotted to Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan [SCHEDULE-F]. Provided that if increase in the Carpet Area of the Villa is more than three percent of the Carpet Area of the Villa, then the Allottee(s) may choose to either pay within 30 (thirty) days of the demand notice being issued to the Allottee(s) towards such increase or cancel the allotment. In case of cancellation of allotment under this Para, the Allottee(s) shall be entitled to refund of entire monies paid by the Allottee(s) to the Promoter along with interest at such rate as specified in at such rate as defined in Clause (q) after deducting the said Non-Refundable Amounts as defined in Clause (t).

**1.8** Subject to Para 9.3 and compliance of the other terms and conditions of this Agreement by the Allottee(s) the Promoter agrees and acknowledges, the Allottee(s) shall, upon execution of the conveyance deed / sale deed, have the right to the Villa as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Villa;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. The use of Common Areas and facilities by the Allottee(s) shall be subject to timely payment of Maintenance Charges and the compliance of applicable rules and regulations and upon terms and conditions mentioned in the Maintenance Agreement. The use of Common Areas and facilities shall be subject to such rules and regulations as are prescribed by the Promoter or Association which shall be followed by the Allottee(s) and other occupants of the Entire Development. It is clarified that the Promoter shall hand over the Common Areas to the Association or the competent authority as the case may be after duly obtaining the occupancy certificate for the Project and the Entire Development as the case may be, from the competent authority and / or concerned Governmental Authority as provided in the Act.
- (iii) That the computation of the Total Price of the Villa includes recovery of price of land, construction of not only the Villa but also the Common Areas, Internal Development Charges, External Development Charges, External Electrification Charges, Maintenance Charges, as stated in Clause 11 hereto and includes cost for providing all other facilities; amenities and specifications to be provided within the Villa, as more clearly detailed in **SCHEDULE-E**;

- (iv) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Villa, subject to prior appointment at least 1 (One) week prior to the visit.

**1.9** It is agreed that the Project is an independent, self-contained real estate project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s) and / or as stated in this Agreement. It is clarified that Project facilities and amenities, other than declared as independent areas and facilities, in, Deed of Declaration to be filed by the Promoter under the U.P. Apartment Act, shall be available only for use and enjoyment of the Allottee(s).

**1.10** The Promoter agrees to pay all outgoings before transferring the physical possession of the Villa to the Allottee(s), which it has collected from the Allottee(s) including municipal or other local taxes, charges. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Villa to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Villa, to pay such outgoings and penal charges, if any, to the competent authority and / or concerned Governmental Authority to whom they are payable.

**1.11** The Allottee(s) has paid a sum of Rs. [♦] (Rupees[♦] Only) towards Booking Amount being part payment towards the Total Price of the Villa at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Villa as prescribed in the Payment Plan [SCHEDULE-F] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount which is payable by him under this Agreement, he shall be liable to pay Interest at such rate as defined in Clause (q).

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [SCHEDULE-F] through Account Payee Cheque/Demand Draft/Bankers Cheque in favour of "SRSD BUILDCON VENTURES LLP COLLECTION ACCOUNT FOR FOREST WALK PHASE 2" payable at Aditya World, Shahpur Bamhetta, Ghaziabad or / Online Transfer

at A/c No. 777705263669 IFSC Code: ICIC0005907 at ICICI Bank, Branch: Aditya World, Shahpur Bamhetta, Ghaziabad.

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

- 3.1 The Allottee(s), if resides 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 framed 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 this 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(s) understand/s and agree that in the event of any failure on Allottee(s) part to comply with the applicable guidelines issued by the Reserve Bank of India, Allottee(s) shall solely 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 with regard to matters specified in Clause 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the Applicable Law. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of the Allottee(s) and such third party shall not have any right in the application/allotment of the said Villa applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

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

The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by the Allottee(s) under any head(s) of dues against lawful outstanding of the Allottee(s) against the said Villa and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust a particular payment against a particular head 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 Villa to the Allottee(s) and the Common Areas to the Association and / or the competent authority, as the case may be in terms of this Agreement.

Similarly, the Allottee(s) agrees that the timely payment of installments of the Total Price as provided in [SCHEDULE-G] and other charges as contained in this Agreement and performance of its obligations by the Allottee is essence of this Agreement as any delay would hamper the development of the Villa, the Project and other phases in the Project, therefore the Allottee(s) shall make timely payments of the installment and other dues payable by him/her as per timelines provided in Payment Plan [SCHEDULE-F] and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter as per construction schedule.

## **6. CONSTRUCTION OF THE PROJECT / VILLA:**

The Allottee(s) has seen the Proposed Layout Plan of the Project, future development to be carried out, Description of the Villa, Floor Plan of the Villa, Specifications of the Villa, and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed as Schedules along with this Agreement] which has been approved by the competent authority. The Promoter shall develop the Project in accordance with the said Layout Plan, Floor Plan and Specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such Layout Plan, Floor Plan and Specifications approved by the competent authority and / or concerned Governmental Authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the GDA and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act or as per approvals/instructions/guidelines of the competent authority and / or concerned Governmental Authority, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE VILLA:**

### **7.1 Schedule for possession of the said Villa –**

The Promoter agrees and understands that timely delivery of possession of the Villa to the Allottee(s) and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to make an Offer of Possession of the Villa along with ready and complete Common Areas of the Project with all specifications, amenities and facilities of the Project in place on or before [♦], unless there is delay or failure due to Force Majeure conditions as defined in Clause (m) hereinabove.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for making Offer of Possession / delivery of possession of the Villa:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within one hundred and twenty (120) days from that date or such other extended period as may be provided in the Rules, subject to execution and registration of Cancellation Deed and other documents as may be required by the Promoter for cancellation of this Agreement.

The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that the Allottee(s) 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. The Allottee(s) agrees that the Allottee(s) shall not have or make any claim against the Promoter or otherwise except for refund of money paid by the Allottee(s).

Since 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 Association once all phases are completed. The Promoter shall not charge more than the normal Maintenance Charges as defined in Para 11 from the Allottee(s).

## **7.2 Procedure for taking possession –**

The Promoter, upon obtaining the occupancy certificate / part occupancy certificate (as applicable) of the Villa / Project as the case may be, from the competent authority and / or concerned Governmental Authority, shall offer in writing the possession of the Villa, to the Allottee(s) in terms of this Agreement within 2 (two) months from the date of issue of such occupancy certificate / part occupancy certificate (as applicable).

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Promoter. The Allottee(s), after taking possession, agrees to pay the Maintenance Charges as determined by the Promoter/ Association, as the case may be. The Promoter shall hand over the occupancy certificate / part occupancy certificate (as applicable) of the Villa, as the case may be, to the Allottee(s) at the time of conveyance deed / sale deed of the same.

7.3 **Failure of Allottee(s) to take Possession of Villa** – Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) shall take possession of the Villa from the Promoter by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as prescribed in this Agreement and by making all the payments to the Promoter of all charges, Interest, dues etc., as specified in this Agreement, and the Promoter shall give possession of the Villa to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Para 7.2, such Allottee(s) shall be liable to pay to the Promoter Holding Charges at the rate of Rs. 2/- per month per Sq. Ft. of Carpet Area of the Villa 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(s)** – After obtaining the occupancy certificate / part occupancy certificate (as applicable) for the Villa, the Promoter shall hand over the physical possession of the Villa to the Allottee(s), as per Para 7.2. Further, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including those relating to the Common Areas, to the Association or the competent authority, as the case may be, as per the Applicable Law, after obtaining the completion certificate / part completion certificate for the Project and / or Entire Development as the case may be:

Provided that, in the absence of any Applicable Law, the Promoter shall handover the necessary documents and plans, including those relating to the Common Areas, to the Association or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/part completion certificate for the Entire Development.

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

Provided that where the Allottee(s) proposes to cancel/withdraw/terminate from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount being 10% of the Total Price as stated in **SCHEDULE-G** hereto and return the Balance Amount if any to the Allottee(s).

Upon request for termination, the Allottee(s) shall execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement. The Promoter shall return 50% (Fifty Percent) of the amount payable to the Allottee(s) after such deductions as stated hereinabove, within 45 (forty-five) days of such Deed of Cancellation and the remaining 50% (Fifty Percent) on re-allotment of the said Villa to a new allottee/s or at the end of 1 (One) year from the date of such Deed of Cancellation by the Allottee(s), whichever is earlier. The Promoter shall inform the previous Allottee/s the date of re-allotment of the said Villa and also display this information on the official website of the Authority on the date of re-allotment.

- 7.6 **Compensation** – The Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the Project Land, on which the Project is being 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 Villa (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Villa, with Interest at such rate as defined in Clause (q) including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) Interest at such rate as defined in Clause (q) for every month of delay, till the handing over of the possession of the Villa, which shall be paid by the Promoter to the Allottee(s) within forty-five days of it becoming due

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

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

- i.** The Promoter has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out the construction and development of the Project and is in absolute, actual, physical and legal possession of the Project Land on which the Project is being undertaken;
- ii.** The Promoter has lawful rights and requisite approvals from the competent authority and / or concerned Governmental Authority to carry out development of the Project on the Project Land and the Villa;
- iii.** Subject to Clause 18 of this Agreement, there is no encumbrance upon the Project Land;
- iv.** There are no litigation pending before any court of law or authority with respect to the Project, Project Land and / or the Villa;
- v.** All approvals, licenses and permits issued by the competent authority and / or concerned Governmental Authority with respect to the Project, Project Land and / or the Villa 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, Project Land and / or the Villa and the Common Areas;

- vi.** The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- vii.** The Promoter has not entered into any prior agreement for sale or any other agreement/arrangement with any person or any party with respect to the Villa;
- viii.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Villa to the Allottee(s) in the manner contemplated in this Agreement;
- ix.** At the time of execution of the conveyance deed / sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Villa to the Allottee(s) subject to the Allottee(s) complying with its obligations under this Agreement. The Common Areas will be handed over to the Association;
- x.** The said Villa 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 said Villa;
- xi.** The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authority and / or concerned Governmental Authority till the occupancy certificate /part occupancy certificate(as applicable)\* for the Villa has been issued.
- 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 Project Land and/or the Project.

## **9 EVENTS OF DEFAULT AND CONSEQUENCES:**

- 9.1 Subject to the Force Majeure conditions, 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 Villa to the Allottee(s) 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 Villa 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 / part occupancy certificate, as the case may be, for the Villa has been issued by the competent authority and / or concerned Governmental 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 thereunder.
- 9.2 In case of default by Promoter under the conditions listed above, Allottee(s) who have made timely payments of all past installments as per the Payment Plan [SCHEDULE-F] is / are entitled to the following:
- 9.2.1 Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- 9.2.2 The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the said Villa, along with Interest at such rate as defined in Clause (q), within 45 (forty-five) days of receiving the termination notice.
- 9.2.3 Provided that where the Allottee(s) does not intend to withdraw from the Project or terminate this Agreement, the Allottee(s) shall be paid, by the Promoter, Interest at such rate as defined in Clause (q), for every month of delay till the handing over of the possession of the said Villa, which shall be paid by the Promoter to the Allottee(s) within 45 (forty-five) days of it, becoming due.
- 9.3 The Allottee(s) shall be considered under a condition of Defaults, on the occurrence of the following events:
- 9.3.1 In case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan [SCHEDULE-F] annexed hereto, despite having been issued notice in that regard. The Allottee(s) shall be liable to pay Interest at such rate as defined in Clause (q), to the Promoter on the unpaid amount.

9.3.2 In case of default by Allottee(s) 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 said Villa, made in favour of the Allottee(s) and refund the money paid by the Allottee(s) after deducting the 10% of Total Price as stated in **SCHEDULE-G** hereto and also deduct Non Refundable Amounts at such rate as defined in Clause (t) to this Agreement and thereafter return the Balance Amount if any to the Allottee(s).

Provided that the Promoter shall intimate the Allottee/s about such termination at least thirty days prior to such termination.

## **10 CONVEYANCE OF THE SAID VILLA:**

10.1 The Allottee(s) agrees that on receipt of Total Price of the Villa as stated in **SCHEDULE-G** along with other charges, costs, payments, interest, deposits, securities etc. under the Agreement and subject to compliance of Clause 7 hereinabove, the Promoter shall execute a conveyance deed / sale deed in favour of the Allottee(s) and convey the title of the Villa together with proportionate indivisible share in the Common Areas within (i) 3 months from the date of issuance of the occupancy certificate / part occupancy certificate, as the case may be, for the Villa,

The Allottee(s) shall be liable to pay all fees, duties, taxes, expenses, other costs etc. including stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of the conveyance deed / sale deed of the said Villa. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and the Registration Act, 1908. However, in case the Allottee(s) fails to deposit the all fees, duties, taxes, expenses, other costs etc. including stamp duty, registration charges, transfer duty and all other incidental and legal expenses within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed / sale deed in Allottee(s) favour till payment of the same is made by the Allottee(s).

## **11 MAINTENANCE OF THE SAID VILLA/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance by the Association upon the issuance of the occupancy certificate / part occupancy certificate, as may be applicable to the Project. The cost of maintenance for 1 (One) years from the date of Offer of Possession of the Villa issued by the Promoter to the Allottee(s) after having received occupancy certificate of the Villa shall be payable at the time of offer of possession.

However, if the Association is not formed within 1 (One) years of issuance of occupancy / part occupancy certificate, as the case may be, the Promoter will be entitled to collect from the Allottee(s) amount equal to the amount of Maintenance Charges as stated in **SCHEDULE-G +10% (Ten Percent)** in lieu of price escalation for the purpose of the maintenance for next 1 (One) year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to the Association 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 provisions this Agreement relating to development of the Project, (excluding defects caused by normal wear and tear and / or by negligent use of the Villa by the Allottee(s) and / or use of the Villa in contraventions of the terms of this Agreement and / or for force majeure reasons and / or non-maintenance of the Villa), is brought to the notice of the Promoter within a period of 5 (Five) years by the Allottee/s from the date of Offer of Possession or the date of obligation of the Promoter to give possession to the Allottee(s) or from the date of possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charges, within 180 (One Hundred Eighty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13 RIGHT TO ENTER THE VILLA FOR REPAIRS:**

The Promoter/ Maintenance Agency/Association shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter, Association and/or Maintenance Agency to enter into the Villa 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, firefighting pumps and equipment's etc. and other permitted uses as per the Sanctioned Layout

Plans of the Project. The Allottee(s) shall not be permitted to use the services areas and the basements, if any in any manner whatsoever and the same shall be reserved for use by the Promoter and / or the Maintenance Agency and / or the Association formed for rendering maintenance services.

## **15 GENERAL COMPLIANCE WITH RESPECT TO THE VILLA:**

- 15.1 The Allottee(s) shall, after taking possession, be solely responsible to maintain the Villa at Allottee(s) own cost, in good repair and condition and shall not do or suffer to be done: (1) anything in and/or to the Villa and/or common areas including the common passages/paths, parks, corridors, circulation areas, atrium or the compound which may be in violation of Applicable Laws and Rules and Regulations framed thereunder, (2) change or alter or make additions to the Villa including its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging there to and keep the Villa in good /tenable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Villa is not in any way damaged or jeopardized.
- 15.2 The Allottee(s) undertakes, assures and guarantees that Allottee(s) shall not put any signboard/ nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the Villa or anywhere on the exterior of the Project and/or in the Common Areas save and except the designated places assigned by the Promoter. The Allottee(s) undertakes, assures and guarantees that the Allottee(s) shall also not change the color scheme of the outer walls and/or design, color scheme, paint of the windows on the exterior side of the Villa and/or carry out any change in the exterior elevation or design of the Villa. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Villa. The Allottee(s) undertakes, assures and guarantees that Allottee(s) shall not store any hazardous and/or combustible goods in the Villa and/or on the terrace, garden, front yard, back yard, Common Areas, the common passages/paths, parks, corridors, circulation areas, atrium or the compound which may be in violation of Applicable Laws and Rules and Regulations framed thereunder.
- 15.3 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter and/or by the Maintenance Agency. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. Upon handing over the Villa, the Allottee(s) shall not make any structural alterations to the Villa and / or effect any change to the plan and / or elevation and shall not enclose the balconies attached to the Villa. The Allottee(s) shall not demolish the Villa or any part thereof nor will add additional floor and/or anytime make or cause to be made any construction/ addition / alteration of whatever nature to the Villa or any part there.

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

Signature of the Allottee(s)

Signature of the Promoter/ Authorized Signatory

The Allottee(s) are entering into this Agreement for the allotment of the Villa with the full knowledge of all Applicable 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 additional structure(s) 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 this Agreement and / or the Act.

**18 MORTGAGE OR CHARGE BY PROMOTER:**

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

**19 U.P APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010)**

The Promoter has assured the Allottee(s) that in the Project in its entirety is in accordance with the provisions of the said Act, Apartments Act, Rules, Regulations and other Applicable Laws applicable in the state of Uttar Pradesh.

**20 BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until: (1) the Allottee(s) signs and delivers this Agreement with all the schedules / annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and (2) appears for registration of the same before the concerned jurisdictional Sub-Registrar Ghaziabad, Uttar Pradesh as and when intimated by the Promoter.

If the Allottee(s) fails to execute and deliver to the Promote this agreement within 30 (Thirty) days from the date of its receipt by the allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (Thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all the sums deposited by the Allottee in connection

therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**21 ENTIRE AGREEMENT:**

This Agreement, along with its Schedules and Annexures, 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 Villa.

**22 RIGHT TO AMEND:**

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

**23 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/ 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 Villa and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Villa, in case of a transfer, as the said obligations go along with the Villa for all intents and purposes.

**24 WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, in its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan as set out in **SCHEDULE-F**, including waiving the payment of Interest on delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of such discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottee(s).

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 said Act, Apartments Act, Rules and Regulations or under other Applicable Law, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent and to the extent necessary to conform to the said Act, Apartments Act, Rules and Regulations or under other Applicable Law, as the case may

be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Carpet Area of the Villa, bears to the total Carpet Area of all the Villas 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 between the Promoter and the Allottee(s), only upon its execution by the Promoter through its authorized signatory at the Promoter's office at Ghaziabad or at such other place as may be mutually agreed, or simultaneously between the Promoter and the Allottee(s) at the office of the jurisdictional Sub-Registrar at Ghaziabad, Uttar Pradesh. After the execution of this Agreement between the Promoter and the Allottee(s) the same shall be registered at the office of the jurisdictional Sub-Registrar at Ghaziabad, Uttar Pradesh. Hence this Agreement shall be deemed to have been executed at Ghaziabad.

**29 NOTICES:**

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

**To Allottee(s)**

Name: [♦]

Address: [♦]

Email: [♦]

**To Promoter**

M/S SRSD Buildcon Venture LLP  
At: NH-24, Near Eastern Peripheral Expressway Toll,  
Dasna, Ghaziabad, Uttar Pradesh:201015  
Email: [forestwalk@srsdbuildconventure.com](mailto:forestwalk@srsdbuildconventure.com)

It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement by Registered Post / Email failing which all communications and letters posted at the above address(s) shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

**30 JOINT ALLOTTEES:**

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

**31 SAVINGS:**

Any application, letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Villa, prior to the execution and registration of this Agreement for Sale for such Villa, shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale 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.

**34 JURISDICTION:**

Courts situated at Ghaziabad, Uttar Pradesh shall have jurisdictions for all the matters arising out of this Agreement.

**IN WITNESS WHEREOF** Parties herein above named above set their respective hands and signed this Agreement for Sale at Ghaziabad in the presence of attesting witness, signing as such on the day first above written.

In the presence of: **WITNESSES:**

(1) Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(2) Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**SCHEDULE-A**  
**LAYOUT PLAN OF THE ENTIRE DEVELOPEMENT**

*[kindly insert the Layout Plan of the Entire Development also showing Project Layout]*

**SCHEDULE-B**  
**LAYOUT PLAN OF THE PROJECT**

*[kindly insert the Layout Plan of the Project]*

**SCHEDULE-C**

**DESCRIPTION OF THE VILLA AND THE COVERED / OPEN PARKING (IF APPLICABLE)**

1.	VILLA TYPE	_____
2.	VILLA NO.	_____
3.	RESERVE CAR PARKING SPACE (IF APPLICABLE)	_____
4.	PLOT AREA IN SQ. MTRS & SQ. YARD	_____ SQ. MTRS. _____ SQ. YARD
5.	CARPET AREA OF THE VILLA IN SQ. MTRS & SQ. FT	_____ SQ. MTRS. _____ SQ. FT
6.	EXCLUSIVE AREA	_____ SQ. MTRS. _____ SQ. FT
	<b>TOTAL AREA</b>	_____ SQ. MTRS. _____ SQ. FT

**Note:** Floor Plan of the Villa is as per **SCHEDULE-D** & Specifications as per **SCHEDULE-E**.

Signature of the Allottee(s)

Signature of the Promoter/ Authorized Signatory

**SCHEDULE-D**  
**FLOOR PLAN OF THE VILLA**

*[kindly insert the Floor Plan of the Villa]*

**SCHEDULE-E**  
**SPECIFICATIONS OF THE VILLA**

<b>Structure</b>	
Earthquake resistant structure	Combination of RCC and load bearing brick structure
External Wall Finish	Combination of texture paint / tiles and cement paint
Internal Wall Finish	Oil Bound Distemper (OBD) on walls and ceiling
Living Room Flooring	Marble / Stone / Engineered Marble
Bedrooms Flooring	Marble / Wooden Flooring / Tiles
Staircase finish	Combination of Kota / Marble / Tiles / Stone
Internal Doors	Hard wood door frame with flush shutter in Laminate / Veneer / Teak / paint / Skin Molded doors in PU/Melamine/enamel Paint
External doors/windows	Powder Coated Aluminum / Anodized Aluminum / UPVC shutters and glazing
Hardware	Good quality handles and fittings
Electrical	Good quality modular switches and sockets, copper wiring. (Fittings like fans, geysers, light fixtures, Air Conditioner etc. are provided)
Roof Terrace	Brickbat Coba / Tile / Cement
<b>Kitchen</b>	
Walls	2 feet dado in Granite / composite stone / quartz stone above counter and rest OBD
Floor	Marble / Stone / Anti-Skid Tiles
Counter	Granite / composite stone / quartz stone
Fittings and Fixtures	Good quality C.P. Fittings, Stainless steel single bowl sink with drain board with woodwork & chimney.
<b>Washrooms</b>	
Walls	Ceramic tiles up to full height
Flooring	Anti-Skid Ceramic tiles / Vitrified tiles
Ceiling	False ceiling
Fittings & Fixtures	Good quality C.P. Fittings, English type WC and wash basin in white shade
<b>Verandah / Balcony</b>	
Flooring	Anti-Skid Ceramic / Vitrified tiles / Marble / Stone
Ceiling	Paint
Railing	Metal / Glass Railing
<b>Driveway</b>	
Flooring	Combination of Stone/ tiles/ concrete
<b>Utility Courtyard</b>	
Flooring	Kota stone / Ceramic tiles
<b>Side Terrace (If any)</b>	
Flooring	Ceramic tiles
<b>Railing</b>	

Signature of the Allottee(s)

Signature of the Promoter/ Authorized Signatory

<b>Staircase</b>	<b>Mild Steel (MS)</b>
<b>Balcony</b>	<b>Mild Steel (MS)</b>
<b>Power Back-up</b>	
<b>Generators</b>	<b>Power-back to be provided for emergency and safety facilities and common areas with suitable diversity subject to payments. No Separate generator shall be permitted to be installed in the Villa.</b>

**Notes:**

1. The Company may install any one of the alternative materials.
2. Natural stone, wherever used, is subject to natural variations in material characteristics including color.
3. Installation of Lift in the Villa is not part of Specification

**SCHEDULE-F**  
**PAYMENT PLAN**

<b>Construction Linked Plan</b>	
On Booking (Within 15 Days)	10%
Within 60 Days of Booking	10%
On Excavation of Villa	10%
On Completion of Foundation & Plinth	10%
On Casting of Roof Slab of Ground Floor	10%
On Casting of Roof Slab of First Floor	10%
On Completion of Brick Work & Internal Plaster	20%
On Completion of Electrical and Plumbing	10%
On Completion of Flooring & Finishing	5%
On Offer of Possession + 100% Other Charges	5%
<b>Total</b>	<b>100%</b>
<b>Down Payment Plan</b>	
On Booking	10%
Within 30 Days of Booking	85%
On Offer of Possession + 100% Other Charges	5%
<b>Total</b>	<b>100%</b>

1. Other Charges payable at Possession are listed in **SCHEDULE-G**

**SCHEDULE-G**  
**BREAK-UP OF THE TOTAL PRICE AS PER CARPET AREA**

SR. NO	PARTICULARS	Cost (as per Carpet Area)	Rebate / Discount	Net Basic Cost	GST	Total Cost
1.	Basic Price					
<b>OTHER CHARGES PAYABLE AT THE TIME OF OFFER OF POSSESSION</b>						
2.	Preferential Location Charges (If Applicable)					
3.	Club Membership Charges					
4.	Advance Maintenance Charges*					
5.	Interest Free Maintenance Security**					
6.	EEC, EDC, IDC					
7.	One Time Power Back-up (Up to 3 KVA)					
8.	Other charges					
<b>TOTAL PRICE</b>						

**Note:**

1. The Total Sale Consideration is exclusive of the following:
  - a. Additional Power Back-up shall be charged @ Rs. 40,000/- Per KVA;
  - b. Electricity Usage Charges, Water Usage Charges, Club Usage Charges and other usage charges along with applicable taxes;
  - c. IGL Gas Connection Charges as per actuals subject to availability / feasibility as decided by IGL;
  - d. Electricity Meter Charges as per Actuals;
  - e. Cost of Lift and Installation, if required / demanded in the Villa by the Allottee(s)
  - f. Cost of Stamp Duty, Registration Charges, Legal Charges or other incidental charges.
  - g. Any other costs, interest, charges and expenses required to be paid by the Applicant in terms of this Application and Agreement for Sale and If any other demand is made by any jurisdictional Authority in respect of the Project for which the Promoter maybe held responsible and/or liable, the share of all such demands in the proportion that shall be payable by the Applicant(s)
2. \* Advance Maintenance Charges will be collected for a Period of 2 (Two) Years @ Rs. [♦] Sq. Ft of the Carpet Area per month along with applicable taxes.  
*Maintenance Charges included in the Total Consideration have been arrived, basis, current Consumer Price Index (CPI) and prices of diesel, labor, consumables, etc., as applicable on the date start of the Project. The Maintenance Charges payable by the Applicant shall be payable by the Applicant upon Offer of Possession and the same shall be recalculated on the basis of then prevailing CPI and prices of diesel, labor, consumables, etc.*
3. \*\* Interest Free Maintenance Security (IFMS) is equivalent to Maintenance Charges payable for the Villa for a Period of 6 (Six) Months and may vary for reasons as stated hereinabove.

Signature of the Allottee(s)

Signature of the Promoter/ Authorized Signatory

4. Taxation particulars of the Promoter are as under:  
SRSD Buildcon Venture LLP  
PAN NO: AFCFS8812D  
GST Identification No: 09AFCF8812D1ZY

**SCHEDULE-H**  
**RECEIPT**

Received on or before execution hereof, off and from the within named Allottee(s), the sum of Rs [♦] (**Rupees [♦] Only**) excluding GST, towards the Booking Amount/part consideration of the Total Price agreed to be paid by the Allottee(s), as detailed in the Agreement.

The detail of the transaction herein is as follows:

<b>Cheque No./Reference no.</b>	<b>Date</b>	<b>Bank/ Remarks</b>	<b>Amount Excluding Tax</b>
		<b>Total Amount</b>	

**Note:** *The payment shall be deemed received subject to successful realization of the cheque.*

**FOR SRSD BUILDCON VENTURE LLP**

**Authorized Signatory**

**Witness**

1.

2.

Signature of the Allottee(s)

Signature of the Promoter/ Authorized Signatory

**SCHEDULE-I**  
**COMMON AREAS AND LIMITED COMMON AREAS**

In the Project Land and the Entire Development, the Common Areas and Facilities are as under –

**Common Areas & Facilities: -**

1. Underground Water Tanks and Pump Room
2. Domestic Water Supply Equipment
3. Electric Sub-Station/ Transformers/ Electric Panels/ Meter Room.
4. Cluster Approach Road to Villa situated within the Project
5. Green Landscape Areas, Water Bodies, Fountains & Lightings and services thereof
6. Driveway / Walkways / Road / Lighting and services thereof
7. Boom Barrier at Cluster Entry and Exit
8. Storm Water Drainage Line
9. Sewage Drainage Line
10. Sewage Treatment Plant
11. Rainwater Harvesting Pits
12. D.G. Room/ D.G. Set(s)
13. Swimming Pool
14. Maintenance/ Service Rooms
15. Gate & Guard Rooms
16. Electrical, Plumbing & equipment thereof.
17. CCTV
18. Main Gate Entry and Exit
19. Club House
20. Boundary Wall of the Project and Entire Development

**Limited Common Area / Independent Area: -**

1. Any area designated by the Promoter in the Deed of Declaration