

## **AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") is made and executed on this..... day of ..... 2024 (the "Effective Date") at [●], India.

### **BY AND BETWEEN**

**TRISOL RED DEVELOPERS LLP.** (LLPIN No. ACA-7651), a Limited Liability Partnership duly incorporated and validly existing under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at B-92, Ground Floor, Sector-63, Noida-201301, Uttar Pradesh, India, (PAN No. AAUFT5450F) represented by its authorized signatory ..... (Aadhar No. ....) authorized vide board resolution dated **1st April 2022** 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, affiliates and permitted assigns) of the **First Part**.

**AND**

**Mr./Ms. ....** (Aadhar No. ....) S/o/D/o..... aged about [●] years residing at ..... , hereinafter called the "**First Allottee**" (which expression shall unless repugnant to the context or meaning mean and include his/her legal heirs, executors, administrators, successors-in-interest and thereof be deemed to mean and include permitted assigns) of the **Second Part**.

**AND**

#### **[In case of a Co-Allottee]**

**Mr./Ms. ....** (Aadhar No. ....) S/o/D/o..... of aged about [●] years residing at ..... , hereinafter called the "**Second Allottee**" (which expression shall unless repugnant to the context or meaning mean and include his/her legal heirs, executors, administrators, successors-in-interest and thereof be deemed to mean and include permitted assigns).

First Allottee and Second Allottee shall hereinafter collectively referred to as "**Allottee(s)**".

The Promoter and Allottee(s) shall for the purpose of this Agreement, collectively be referred to as the "**Parties**" and individually as a "**Party**".

### **DEFINITIONS:**

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

- a) "**Act**" means of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- b) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority (UP-RERA).
- c) "**Government**" means the Government of Uttar Pradesh.
- d) "**Rules**" means the Uttar Pradesh Real Estate (Regulation & Development) (Amendment) Rules, 2016, as amended from time to time.
- e) "**Regulations**" means the Regulation 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, legal, and beneficial owner of the land/plot and the details of title or ownership of such land/plot ("Land") are annexed herewith as **Schedule- A**.
- B.** The said Land is earmarked for the purpose of building a commercial project as commercial shopping complex, bearing address: Khasara No-77MI, Village Dundahera, Ghaziabad UP comprising Lower Ground Floor, Upper Ground Floor, First Floor and Second Floor building and the said project shall be known as "**TRG The Mall**" ("Project").
- C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- D.** The Ghaziabad Development Authority ("GDA") has granted the commencement certificate to develop the Project vide approval dated XXXXXXXXXXXX dated xx/xx/xxxx.
- E.** The Promoter has obtained the layout plan, sanctioned plan, specifications, and all necessary approvals for the Project and also for the unit, plot or building, as the case may be, from GDA. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F.** The Promoter has registered the Project under the provisions of the Act with the UPRERA at Lucknow on [●] under registration No xxxxxxxxxxxx.
- G.** The Allottee(s) had applied for a Shop/Unit in the Project vide:
  - 1. Application No. ..... dated .....
  - 2. And has been allotted Unit No. **XX-XXX**
  - 3. Having carpet area of [●] sq. mtr. ([●] square feet), type \_\_\_\_\_, on \_\_\_\_\_ floor in (tower/block/building) No. \_\_\_\_ ("Building")
  - 4. Along with garage/covered parking no. ....N/A..... admeasuring ....N/A.... square feet in the ..... as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016. and deed of declaration submitted before the concerned authority (hereinafter referred to as the "**Shop/Unit**" more particularly described in **Schedule B** and the floor plan of the Unit is annexed hereto and marked as **Schedule C**).
- 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.** That the Unit/Shop shall be sold as an independent unit with undivided interest in the Common Areas and facilities of the Project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance Ownership) Act, 2010.
- J.** The Parties regulations, hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, notifications, etc, applicable to the Project.
- 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 Unit as specified in para-G and clause 1 of this Agreement.

**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 Unit bearing No. UG-01.

1.2 The Total price for the Unit based on the carpet is Rs. **40,89,990.00 (Rupees Forty Lakhs Eighty-Nine Thousand Nine Hundred Ninety Only)** (“**Total Price**”). (Give break up and description):

Block/Building/Tower No.	
Unit No	
Type	
Floor	
Carpet Area	
Built-Up Area	
Saleable Area	
Greater Rate of Unit as per Carpet Area (Per Sq.mtr)	
Total Price (In Rupees)	

NOTE: The Promoter shall provide breakup of the amounts such as cost of plot, proportionate cost of Common Areas, taxes, and maintenance charges as per Para 11 etc., if/as applicable.

And if As Applicable: -

Garage/Covered Parking-1	
Garage/Covered Parking-2	
Total Price (In Rupees)	

### Explanation:

- i. The Total Price above includes the Booking Amount paid by the Allottee(s) to the Promoter towards the Unit;
- ii. GST is applicable for the real estate project therefore taxes as applicable are payable by the Allottee(s) over and above the consideration amount. The Total Price will include 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 Shop/Unit to the Allottee(s) 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(s) 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(s);
- iii. The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- iv. The Total Price of the Unit includes, if applicable, recovery of price of 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 to the Unit, lift, water line and plumbing, finishing with white cement single coat, the fire detection and firefighting equipment in the common areas; and

- v. The maintenance charges, Fixed & Variable Charges and Dual meter charges shall be payable at the time of possession. Extra electric connection charges, extra Direct Expansion (DX) system load charges & parking charges payable on the option of the Allottee(s) at the time of possession.

1.3 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development 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(s) for increase in development fee, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments: Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule D (“Payment Plan”).

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ N/A% for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 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 E” (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit, or Shop building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act.:

1.7 N/A

1.8 Subject to Para 9.3 of this Agreement, the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Unit as mentioned below:

- i. The Allottee(s) shall have exclusive ownership of the Unit.
- 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. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- iii. That the computation of the price of the Unit includes, if applicable, recovery of price of 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 to the Unit, lift, water line and plumbing, finishing with white cement single coat, the fire detection and firefighting equipment in the common areas
- iv. The Maintenance/ Fixed & Variable/ Dual meter charges shall be payable at the time of possession. Extra electricity connection charges, Extra DX system load charges and Parking charges payable on the option of the allottee(s) at the time of the possession of the Unit.

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

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), 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 Allottee(s) or any liability,

mortgage loan and interest thereon before transferring the Unit to the Allottee(s), 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 therefor by such authority or person.

1.11 The Allottee(s) has paid an initial amount of Rs. 4,58,079.00 (Rupees Four Lakhs Fifty-Eight Thousand Seventy-Nine Only) being part payment against the booking amount (10% of the total cost of the Unit) towards the Total Price of the Unit 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 Unit as prescribed in the Payment Plan [Schedule D] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the applicant delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The interest rate will be 9.5%\* per annum which may be subject to change as per rules (MCLR+1%).

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

2.1 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 D] through A/c payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favour of "xxxxxxxxxxxxxxxxxxxx" payable at Noida, Uttar Pradesh.

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

3.1 The Allottee(s), 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 and other rules and regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 shall 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 this regard. 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 laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the 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 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(s) agrees and undertakes not to object/demand/direct the Promoter to adjust the payments in any manner.

## **5. TIME IS OF 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(s) and the common areas to the association of allottees or the competent authority, as the case may be. Similarly, the Allottee(s) shall make timely payments of the installment and other subject to the simultaneous completion of construction by the Promoter as provided in **Schedule D ("Payment Plan")**.

## **6. CONSTRUCTION OF THE PROJECT/UNIT**

6.1 The Allottee(s) 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, floor area ratio (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, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 6.2 Fit-out Period

That although all the major construction of the Unit will be completed, however the final touch will be done during the "**Fit out Period**". It has been experienced that if the final touch to any Unit has been given and the possession delays as the Allottee(s) do not proceed with the possession, the said finished Unit get deteriorates with the span of time. Therefore, the concept of Fit-out Period has been adopted and being applied. The final touch which will take 30 (thirty) to 60 (sixty) days for an individual Unit and the owner(s)/ Allottee(s) may get these final installations done in his/her/their own presence, if desired so.

## 7. POSSESSION OF THE UNIT

7.1 **Schedule for possession of the said Shop/Unit:** The Promoter agrees and understands that timely delivery of possession of the **Shop/Unit** to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the **Shop/Unit** along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before **December, 2027** unless there is delay or failure due to any act of God, war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic, political unrest or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). **As per notification of UP-RERA dated 16/09/2023, if the Promoter obtained 4 (four) NOCs- (1) Electric Safety Certificate, (2) Fire Safety Certificate (3) Structural Engineers Certificate & (4) Lift Installation / Safety Certification and moved an application for obtaining OC/CC before competent authority and do not got any objection within 8 (eight) working days, then the project falls in the category of Deemed Completion project and Allottee(s) has to physical possession of flat and Promoter is not responsible to pay any penalty due to delay in possession.** 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 entitle to the extension of time for delivery of possession of the **Shop/Unit**: 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 120 (One hundred twenty) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to 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 association of allottees once all phases are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottee(s).

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/Plot to the Allottee(s) in terms of this Agreement to be taken within 3 (three) to 4 (four) months from the date of issue of completion certificate/occupancy certificate (as applicable):

[Provided that, in the absence of applicable law, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within 4 (four) months from the date of issue of completion certificate/occupant' certificate (as applicable)]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

The Allottee(s), after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the Unit/Shop, as the case may be, to the Allottee(s) at the time of conveyance of the same.

7.3 **Failure of Allottee(s) to take possession of Unit:** Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) 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(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. 20/- per month per sq. ft. of carpet area for the period beyond 3 (three) 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 completion certificate/occupancy certificate (as applicable) and handing over the physical possession of the Unit to the Allottee(s), 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, with in 30 (thirty) days after obtaining the completion certificate/occupancy certificate (as applicable).

**7.5 Cancellation by the Allottee(s):** The Allottee(s) have the right to cancel/withdraw his allotment in the Project: In case of cancellation/withdrawal before execution of allotment/agreement for sale without any fault of the Promoter, the Promoter herein is to deduct/charge admin charges of Rs. 30,000/- to the applicant. Provided that where the Allottee(s) proposes to cancel/ withdraw from the Project after 30 (thirty) days from the receipt of the first instalment of the booking amount without any fault of the Promoter, the Promoter herein is entitled to cancel the allotment of the said Unit/Shop, terminate this Agreement in respect of the said Unit/Shop and forfeit the:

- (i) Booking Amount paid for the allotment,
- (ii) Interest liabilities on delayed payment payable by the Allottee(s),
- (iii) Interest /costs paid by the Promoter in respect of the brokerage paid/ payable by the Promoter to the channel partner.

The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee(s) within 45 (forty -five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Unit/plot or at the end of 1(one) year from the date of cancellation/withdrawal by the Allottee(s), whichever is earlier.

In all the cases of cancellation/ surrender etc, the Allottee(s) agrees that he/she/they shall not have any rights, claims against the Promoter after refund of the money paid to the Allottee(s) and the Promoter shall be released and discharged from all the obligations and liabilities under this Agreement.

**7.6 Compensation:** The Promoter shall compensate the Allottee(s) 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 compensation under this section 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 (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 Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules 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(s) within 45(forty-five) days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

8.1 The Parties hereby represents and warrants as follows:

- i. The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project,
- iii. There are no encumbrances upon the said Land or the Project.
- iv. There are no litigations pending before any court of law 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 laws 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(s) created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land. including the Project and the said Unit/Shop which shall, in any manner, affect the rights of Allottee(s) under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;

- ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas to the association of allottees or the competent authority, as the case may be;
- x. The 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 Property,
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Unit, 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(s) and the association of allottees or the competent authority, as the case may be; and
- 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:**

- i. Promoter fails to provide ready to move in possession of the Unit 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 paragraph, '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, as the case may be, has been issued by the competent authority.
- ii. 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 a non-defaulting Allottee is entitled to the following:**

- i. 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
- ii. The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% (one percent) unless provided otherwise under the Rules within 45(forty-five) days of receiving the termination notice: Provided that where the Allottee(s) does not intend to withdraw from the Project or terminate the agreement , he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, 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(s) within 45(forty-five) days of it becoming due.

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

- i. In case the Allottee(s) fails to make payments for 2 (two) -consecutive demands made by the Promoter as per Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) 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% (one percent) unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;
- ii. 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 Unit in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting brokerage amount and the interest liabilities and this Agreement shall there upon stand terminated. The Promoter must not be in default to take this benefit. Provided that the Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

## **10. CONVEYANCE OF THE SAID UNIT**

The Promoter, on receipt of Total Price of the Unit as per Para 1.2 under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in the common areas within 3(three) months from the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the Allottee(s):

[Provided that, in the absence of applicable law, the conveyance deed in favour of the Allottee(s) shall be carried out by the promoter within 3(three) months from the date of issue of completion certificate/occupancy certificate (as applicable). However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).]

## **11. MAINTENANCE OF THE SAID UNIT**

The Promoter shall be responsible to provide and maintain essential Services in the Project till the taking over of the maintenance of the Project by the association of applicants upon the issuance of the completion certificate of the Project. The cost of such maintenance for 1 (one) year from the date of completion certificate may be taken in advance at the time of possession of the Unit under the Project. The cost of maintenance shall be decided on the basis of (the services at the time of possession) and subject to periodic review. If the Allottee(s) fails and/ or neglects to pay his/ her share of the maintenance and replacement charges at the time of possession of Unit, for such common facilities and common services as provided for in this Agreement and the maintenance agreement (if any), the Allottee(s) or anyone else lawfully claiming through or under the Allottee(s) shall not be entitled to make use of such common facilities and services for the reason that regular payment of such maintenance and replacement charges is a condition precedent for making use of such common services and facilities.

## **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 Allotment Letter/lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession or the date of obligation of the Promoter to given possession to the Allottee(s) whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Defect liability shall not cover Force Majeure situations. The defect liability is not applicable on the bought-out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought-out items, the Promoter shall co-operate with the purchaser in sorting out the issue. In case the Unit owner has made internal changes for the interior of the Unit and the layout of the Unit has been changed consequently, the Allottee(s)/owner shall not be entitled for the defect liability.

## **13. RIGHT TO ENTER THE UNIT FOR REPAIRS**

The Promoter / maintenance agency /association of **Shop/Unit** owners shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of apartment owners 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 OF BASEMENT AND SERVICE AREAS OF THE PROJECT**

The basement(s) and service areas, if any, as located within the "Project's Name" shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas 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 Allottee(s) for rendering maintenance services.

## **15. GENERAL COMPLIANCE WITH RESPECT TO THE UNITS**

15.1 Subject to Paragraph 12 above, the Allottee(s) 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 Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the 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 building is not in any way damaged or jeopardized.

15.2 The Allottee(s) further undertakes, assures and guarantees that he/she would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or common areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Unit.

15.3 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of allottees. The Allottee(s) 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 including without limitation Act applicable to the Project. That the Allottee(s) hereby undertakes that he/she shall comply with and carry out all the requirements, requisitions, demands and repairs at his/her own cost which are required by any competent Authority from time to time after he/she has taken over for occupation and use the said Unit.

## **17. ADDITIONAL CONSTRUCTION**

The Promoter undertakes that it has no right to make additions or to put up 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 the Act.

## **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/plot/Building and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit/plot/Building.

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

The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2016 and the Act. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh/Development Authority.

## **20. BINDING EFFECT**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the Promoter.

If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the sub-registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith shall be returned to the Allottee(s) without any interest or compensation whatsoever and after deduction of the booking amount, interest on the delayed payments and interest cost paid by Promotor in respect to brokerage paid payable to the channel partners.

**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/plot/Building, as the case may be.

**22. RIGHT TO AMEND**

This Agreement may only be amended in writing with the 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 Project shall equally be applicable to and enforceable against any subsequent Allottee(s) 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(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of 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 Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the 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 Unit bears to the total carpet area of all the Units in the Project.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be 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(s), after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the sub-registrar. Hence, this Agreement shall be deemed to have been executed at the Promoter's office.

**29. NOTICES:**

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

**Applicants- Mr/Mrs/Ms/. .... S/W/D/o Mr.**  
**Co- Applicants- Mr/Mrs/Ms/. .... S/W/D/o Mr**  
**Co- Applicants- Mr/Mrs/Ms/. .... S/W/D/o Mr**  
**M/s Trisol Red Developers LLP: (Promoter name)**  
**B-92, Ground Floor, Sector-63, Noida-201301, Uttar Pradesh: (Promoter Address)**

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 in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

**30. JOINT ALLOTTEES:**

That in case there are joint allottees or Allottee(s), 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. GOVERNING LAW AND JURISDICTION**

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. Subject to clause 32, the Parties agree that the competent courts and tribunals at New Delhi, India shall have exclusive jurisdiction with respect to the subject matter hereof.

**32. 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 Parties shall refer the dispute to be settled by arbitration to be held in New Delhi, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (or any statutory amendments thereof or any statute enacted for replacement thereof) and shall be referred to a sole arbitrator, appointed by the Promoter. The language of the arbitration shall be English. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the fees of the arbitrator, shall be borne by the Parties in the manner decided by the arbitrator. The award including interim award of the arbitrator shall be final and binding on the Parties concerned.

**33. USE OF SAID UNIT/SHOP:**

The Allottee(s) shall not use the said Unit for any purpose other than as agreed between the Parties or for immoral/ illegal purposes or in a manner that may cause nuisance or annoyance to occupants of other units/shops in the said Land/ Project or to do or suffer anything to be done in or around the Project which tends to cause damage to any flooring or ceiling or services of any building adjacent to the said Project or anywhere in the said Land or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Allottee(s) hereby agrees to indemnify the Promoter against any penal action, damages or loss due to misuse for which the Allottee(s) / occupant shall be solely responsible. If the Allottee(s) uses or permits the use of the said Unit for any purpose other than as agreed between the Parties, then the Promoter shall be entitled to treat this Agreement as cancelled and to resume the possession of the said Unit and the Allottee(s) has agreed to this condition.

**IN WITNESS WHEREOF, the Parties hereinabove named have set their respective hands and signed this Agreement;**

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Letter at NOIDA in the presence of attesting witness, signing as such on the day first above written.**

Allottee(s):

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

Name : **Mr./Ms. .... S/o / D/o.**  
.....

1st Applicant  
Photograph Paste  
& Cross Sign on  
Photo

Address : .....

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

Name : Mr./Ms. ..... S/o / D/o. .....

Address : .....

2nd Applicant  
Photograph Paste  
& Cross Sign on  
Photo

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

Signature \_\_\_\_\_

**M/s Trisol Red Developers LLP.**  
**Address B-92, Sector-63, Noida-201301, Uttar Pradesh**

At \_\_\_\_\_ Noida \_\_\_\_\_ on \_\_\_\_\_ in the presence of.

**WITNESSES 1:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**WITNESS 2:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE 'A'- DETAILS OF TITLE OWNERSHIP**

**SCHEDULE 'B'-DESCRIPTION OF THE UNIT/SHOP**

**SCHEDULE 'C'- FLOOR PLAN OF THE UNIT/SHOP**

**SCHEDULE 'D'- PAYMENT PLAN**

**SCHEDULE 'E'- SPECIFICATIONS OF THE PROJECT**

**SCHEDULE 'F'- LAYOUT OF THE PROJECT**

### **SCHEDULE-A**

#### **Details of Title and Ownership**

<b>Sr. No</b>	<b>Owner/Farmer Name</b>	<b>Sr. No</b>	<b>Owner/Farmer Name</b>
1	<b>SH. CHATARPAL</b> S/o Sh. Ram Sahay	2	<b>SH. SURAJ PRAKASH</b> S/o Sh. Roop Chand
3	<b>SH. ASHOK KUMAR</b> S/o Sh. Surjan Singh	4	<b>SH. DEEVAN CHAND</b> S/o Sh. Surjan Singh
5	<b>SH. TEK CHAND</b> S/o Sh. Ram Sahay	6	<b>SH. RAVINDER KUMAR</b> S/o Sh. Asha Ram
7	<b>SH. NETRAM</b> S/o Sh. Surjan	8	<b>SH. DEEPAK KUMAR</b> S/o Sh. Asha Ram
9	<b>SH. YASHVIR SINGH</b> S/o Sh. Roop Chand	10	<b>SMT. RAJKALI</b> W/o Sh. Asha Ram
11	<b>SH. SOHAN PAL SINGH</b> S/o Ram Sahay	12	<b>SH. VIRENDER KUMAR</b> S/o Sh. Asha Ram

Whereas the land, Khasara No – 77MI, village Dhundahera, Ghaziabad, U.P., on which the project “TRG The Mall” is being build was owned by the above-mentioned farmers/owners. Trisol RED Developers LLP purchased given land directly from the farmers/owner and registered vide document no xxxx in Book x Volume No (book binding no) xxxx at Pages x-xx on xx-xx-xxxx in the office of Sub Registrar, Ghaziabad.

## **SCHEDULE B**

### **DESCRIPTION OF THE UNIT/SHOP**

PROJECT	:	TRG The Mall
RERA NO.	:	UPRERAxxxxxx
SHOP/UNIT No.	:	UGF-01
CARPET AREA	:	xxx Sq Ft
BUILD UP AREA	:	xxx Sq Ft
SALEABLE AREA	:	xxx Sq Ft
DIMENSION OF SHOP/UNIT	:	Length xx Sq Ft Width xx Sq Ft
TOTAL COST OF SHOP/UNIT	:	Rs 45,00,000
SPECIFICATION	:	1KVA (Power Backup) include in above cost. 3KVA (Electric Connection) include in above cost.

#### **Note:-**

1. The total load of 01 Ton for DX system is included in the above cost.
2. One Year Maintenance charges/ Fixed & Variable Charges and Dual meter charges shall be charged extra at the time of possession.
3. IFMS @100/- per sq. ft. will be charged at the time of Possession.

**SCHEDULE-C**  
**FLOOR PLAN OF THE UNIT/SHOP**

## SCHEDULE-D

Company Name: Trisol RED Developers LLP  
Location Name: Ghaziabad

### PAYMENT PLAN (TRG The Mall)

LLP No: ACA-7651  
Print Date: xx-xx-xxxx

Customer Code	
Customer Name	
Co-Applicant	
Floor	
Shop No	
Area	
Rate	
Type	
Payment Plan Name	
Basic	

Sr. No	Instalments	Charge	Amount*	Total Amount*
1	At the time of booking	Basic ----- Other Charges		
2	1 <sup>st</sup> instalment within 30 days from booking	Basic ----- Other Charges		
3	2 <sup>nd</sup> instalment on completion of structure	Basic ----- Other Charges		
4	3 <sup>rd</sup> instalment on apply of OC/CC	Basic ----- Other Charges		
5	On offer of possession	Basic ----- Other Charges ----- IFMS Charge		
		<b>TOTAL CONSIDERATION</b>		

\*The above figures does not include GST and will be charge extra as applicable.

**SCHEDULE-E**  
**SPECIFICATIONS OF THE PROJECT**

**SCHEDULE-F**

**LAYOUT OF THE PROJECT**