

AGREEMENT FOR SALE/ LEASE

This AGREEMENT FOR SALE (“**Agreement**”) executed on this.....(Date)
day of (Month), 20.....,

By and Between

M/S LEVANTE PROJECTS, is a partnership firm (having partners M/s Fastech Projects Pvt. Ltd. & M/s Globe Infra Solutions) registered under section 59 (4) (1) of the Indian partnership Act, 1932 having its registered office at **Third Floor, 14, manak Vihar, Delhi-110092, PAN-AAMFL0941P**) represented through its authorized representative / signatory.....hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the include the successor-in-interest, permitted assignees, executors, and administrators)

AND

[If the Allottee is a company]

.....,(CIN No.....) a company incorporated under the provisions of the Companies Act, [1956 of 2013, as the case may be], having its registered office at.....,(PAN.....), represented by its authorized signatory,.....(Aadhar No.....) duly authorized *vide* board resolution dated....., hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor –in-interest, and permitted assigns).

[OR]

[If the Allottee as a Partnership]

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at....., (PAN.....), represented by its authorized partner,.....(Aadhar No.....) authorized *vide*....., hereinafter referred to as the “**Allottee**” (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]

- 1) Mr./Ms....., (AadharNo.....) son/daughter of....., aged about.....residing at....., (PAN.....)
- 2) Mr./Ms....., (AadharNo.....) son/daughter of....., aged about.....residing at....., (PAN.....)
- 3) Mr./Ms....., (AadharNo.....) son/daughter of....., aged about.....residing at....., (PAN.....)

hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

Definitions:

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

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Authority” means Uttar Pradesh 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;
- (g) “Unit/Space” means Commercial/Retail Space, Shop, Restaurant/Hotel/Studio Room;

WHEREAS:

- A. That the Greater Noida Industrial Development Authority (*hereinafter referred to as the “GNIDA”*) office at **Plot no.1, Sector-Knowledge Park, 1V, Greater Noida, District- Gautam Budh Nagar, U.P** under scheme **CPS-03/2024-25**, vide letter bearing number **GNIDA/COM/CPS-03/2024-25/5584 dated 15th January, 2025** allotted the **COMMERCIAL BUILDER PLOT NO. C- 8, SECTOR-DELTA-1, GREATER NOIDA, DISTT. GAUTAMBUDH NAGAR, UTTAR PRADESH**, total admeasuring **3600 sq. mtrs** in favour of the Consortium having member M/s Fastech Projects Pvt. Ltd. & M/s Globe Infra Solutions) (*hereinafter referred to as the “the allotted plot”*).
- B. That the GNIDA executed a Lease Deed dated 09th, June, 2025 in favor of the Firm for a period of 90 years of area admeasuring 3600 sq. mtrs and the same was registered in the office of **Sub Registrar Sadar, Guatam Budh Nagar U.P.** vide registration no. **19401 dated 12th June, 2025 at Bahi no. 1 Jild no. 47225 pages 297 to 344** conveying the leasehold rights of the **COMMERCIAL BUILDER PLOT NO. C-8, admeasuring 3600 sq. mtrs situated at SECTOR-DELTA-1, GREATER NOIDA, DISTT. GAUTAMBUDH NAGAR, UTTAR PRADESH** (“*hereinafter referred to as the “Lease Deed”*”).
The said Land is earmarked for the purpose of commercial project comprising of.....multistoried Unit/Space buildings and the said project is known as “**LEVANTE METRO WALK**” having commercial and other spaces and having RERA Registration no.(*hereinafter referred to as “the said 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;
- D. That the GNIDA has granted the commencement certificate to develop the Project vide approval dated 23/12/2025 vide letter bearing no SM-14-JULY-2025-25559 (*hereinafter referred to as “the Sanctioned Letter”*).
- E. The Promoter has obtained the layout plan, sanction plan, specifications and approvals for the Project and also for the Unit/Space, from GNIDA. 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 Real Estate

(Regulation and Development) Act, 2016 and other laws as applicable;

- F. The Promoter has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Uttar Pradesh Real Estate Regulation Authority at Lucknow under registration no.....
- G. The Allottee had applied for a Unit/Space in the project *vide* application No.....dated and has been allotted Unit/Space No... Type of Unit/Spacehaving carpet area of.....square meter, , on.....floor in **Levante metro walk** along with Use of Free Common Car Parking, as permissible under the applicable law and of *pro rata* share in the common areas (“**Common Areas**”) as defined under clause (d) of Rules 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 “**Unit/Space**” more particularly described in **Schedule A** and the floor plan of the Unit/Space is annexed hereto and marked as **Schedule B**);
- G.G The allottee has been allocated slot no.....in the open parking area free of cost to be ratified by resident Welfare Association.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations details herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project;
- J. The Parties, relying on the confirmations, reorientations 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;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit/Space and the common car parking at free of cost 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** .1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Unit/Space as specified in **para G.**
- 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 Unit/Space based on the carpet area is Rs..... (Rupees..... only) (“**Price of Unit/Space**”) excluding Possession charges (“Total Price”) (Give break up and description)

Unit/Space No.....	Rate of Unit/Space per square mtrs*
Tower Name: Levante metro walk	
Floor.....	
Unit/Space Type	
Carpet Area of Unit/Space	

***Note: The breakup of the amount such as cost of plot, proportionate cost of Common Areas, taxes and maintenance charges as per 11 etc. If/as applicable is attached herewith.**

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Unit/Space;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit/Space to the allottee and the project to the association of allottee(s) or the competent authority as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the Promoter shall be increased/reduced based on such change/modification;

Provided further that if there is any increase in the taxes after 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 be charged from Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts /rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Unit/Space includes recovery of price of land, construction of not only the Unit/Space but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit/Space, escalator, water line, sewage and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, transformer, LT Panel, HT Panel & Meter etc., all equipment's, fixtures, maintenance charges as per para 11 etc. and include cost for providing all other facilities, amenities and specifications to be provided within the Unit/Space and the project.

1..3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of recurring/maintenance charges & development charges payable to the competent authority and/or any other increases in charge which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, increased in land cost/charges/demand imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C (“Payment Plan”).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @.....% per annum 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 ‘D’ & 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/Space, without the previous written consent of the Allottee as per the provisions of the Act.

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

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Unit/Space, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledged, the Allottee shall have the right to the Unit/Space as mentioned below:
 - (i) The Allottee shall have exclusive right to ownership of the Unit/Space for commercial purposes;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share /interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottee(s) after duly obtaining the completion certificate from the competent authority as provided in The Real Estate (Regulation and Development) Act, 2016;
 - (iii) That the computation of the total price of the Unit/Space includes recovery of price of land/plot, construction of not only the Unit/Space but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit/Space, lift water line, and plumbing, finishing with paint, marbles, tiles doors, windows, fire detection and firefighting equipment in the

common areas, LT Panel, HT Panel & Meter etc., all equipment's, fixtures, maintenance charges as per para 11 etc. and includes cost for providing all, other facilities, amenities and specifications to be provided within the Unit/Space and the Project;

- (iv) The allottee has the right to visit the project site to assess the extent of development of the project and his Unit/Space, as the case may be and if any permission/ approval / license is required to carry out commercial activity in the allotted Unit/Space, the allottee shall be responsible to obtain all such permissions / approvals from the concerned department authority at its own cost and expenses.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Unit/Space along with Free Common Car Parking shall be treated as a single indivisible unit for all purposes. The said parking is provided free of cost, and the Allottee confirms that no amount has been paid for the Car Parking. It is agreed that the Project is an independent, self-contained Project covering the said 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 purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent area in deed of declaration shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Unit/Space to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoing (including land cost, lease/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 outgoing collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Unit/Space to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The allottee has paid a sum of Rs.....(Rupees.....only) vide cheque / Demand Draft No._____dated___, drawn at___as booking amount equivalent to 10% of the Price of the Unit/Space being part payment towards the Price of the Unit/Space at the time of application the receipt of which the Promoter hereby acknowledge (Receipt No. _ dated___) and the Allottee hereby agrees to pay the remaining price of the Unit/Space as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2 MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque / demand draft/ bankers' cheque or online payment (as applicable) in favor of '.....' A/c no.....,IFSC Code:,**Branch at.....payable at Noida.**

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of

remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 the foreign Exchange Management Act, 1999 or the statutory enactment and amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibilities in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said Unit/Space applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him / her under any head(s) of dues against lawful outstanding of the allottee against the Unit/Space, if any, in his/her name and the Allottee undertakes not to object/demand /direct the Promoter to adjust his payments in any manner.

5 TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit/Space to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C** ("Payment Plan").

6 CONSTRUCTION OF THE PROJECT/ UNIT/SPACE:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit/Space 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 has developed 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 terms and conditions of Broucher, allotment, lease deed and bye-laws, FAR and density norms and provisions prescribed by the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and shall not have an option to make any variation/alteration/modification in such plans, other than in manner provided under the Act.

7 POSSESSION OF THE UNIT/SPACE:

- 7.1 *Schedule for possession of the said Unit/Space* – The Promoter agrees and understands that

timely delivery of possession of the Unit/Space to the allottee and the common areas to the association of the allottee(s) or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit/Space along with ready and complete Common Areas with all specifications, amenities and facilities of the project in place on..... unless there is any delay or failure due to war, flood, epidemics, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.

If, however, the possession of the Unit/Space is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit/Space, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

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

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

[Provided that, in the absence of Applicable Law the sub lease deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the Unit/Space, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 ***Failure of Allottee to take possession of Unit/Space*** - Upon receiving a written intimation from the Promoter as para 7.2, the Allottee shall take possession of the Unit/Space from the Promoter by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement, and the Promoter shall give possession of the Unit/Space to the allottee. In case the Allottee fails to take possession within time provide in para no. 7.2, such Allottee shall be liable to pay to the Promoter holding charges at the rate of Rs.2/- per month per sq. ft. of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2.

7.4 ***Possession by the Allottee*** - After obtaining the completion certificate / occupancy certificate (as applicable) and handing over physical possession of the Unit/Space to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including

common areas, to the association of the Allottee(s) or the competent authority, as the case may be, as per the applicable laws.

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 the allottee(s) or the competent authority, as the case may be, after 30 days from the date of obtaining the completion certificate/occupancy certificate (as applicable).

7.5 ***Cancellation by Allottee*** - The Allottee shall have the right to cancel / withdraw his allotment in the project as provided in Real Estate (Regulation and Development) Act, 2016:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount i.e. 10% of Price paid for the allotment. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty-five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Unit/Space or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The Promoter shall inform the previous allottee the date of re-allotment of the said Unit/Space and also display this information on the official website of UP RERA on the date of re-allotment

7.6 ***Compensation***- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit/Space (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 Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit/Space, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay

the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit/Space which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, 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 of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project;
- (iii) There is no encumbrance upon the said land or the project.
- (iv) There are no litigation pending before any Court of law or Authority with respect to the said Development Area, Project or the Unit/Space;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the

Project, said Land and Unit/Space 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/Space and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially 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/Space which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit/Space to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Sub-Lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit/Space to the Allottee and the common areas to the association of allottee(s) or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter 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 has been issued and possession of Unit/Space, along with common areas(equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottee(s) or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Unit/Space to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Unit/Space 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 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 stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit/Space, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules, within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit/Space, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for **2 (Two)** consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit/Space in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit;

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty days) prior to such termination.

10. SUB-LEASE OF THE SAID UNIT/SPACE:

The Promoter, on receipt of Total Price of the Unit/Space as per para 1.2 under the Agreement from the Allottee, shall execute a Sub-Lease Deed and convey the title of the Unit/Space together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of completion certificate and the occupancy certificate as the case may be, to the Allottee.

Provided that, in the absence of Applicable Law, the sub lease deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issuance of completion /occupancy certificate (as applicable). The Allottee shall paid the stamp duty, registration charges, facilitation charges/fee & other applicable charges to the Promoter/Competent Authority exclusively. However, in case the Allottee fails to deposit the stamp duty and/or registration charges, facilitation charges/fee & other applicable charges with in the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance fee in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/ UNIT/SPACE /PROJECT:

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 Allottees 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 has been included in Total Price of the Unit/Space. However, if the Association of Allottees is not formed within 1 year of the completion certificate the Promoter will be entitled to collect from the allottees amount equal to the amount of maintenance charges disclosed in para 1.2+10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it formed. The allottee will take adequate cover to insure any liability arising to any third party/ public liability for the said Unit/Space.

12. DEFECT LIBILITY:

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

13. RIGHT TO ENTER THE UNIT/SPACE FOR REPAIRS:

The Promoter / Maintenance Agency / Association of the Allottee(s) shall have rights of unrestricted access of all Common Areas, garages and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of the allottee(s) and/or maintenance agency to enter into the Unit/Space 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 Services Areas: The basement(s) and services areas, if any, located within

the said project/building, 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 sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottee(s) formed by the Allottee(s) for rendering maintenance services. Basement and service floors rights will not be included in the common area and other area, it will remain with the Promoter under the residuary right, which can be used by the Promoter as per his discretion. Terrace Right: Right over the area of open roof/terrace will be considered as the roof/terrace right and which will not be included in the common area/or other area, it will always remain with the Promoter under the residuary right, which can be used by the Promoter as per his discretion.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/SPACE:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit/Space 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 Agreement, or the staircase, lifts, common passages, corridors, circulations areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or after or make additions to the Unit/Space and keep the Unit/Space, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face of /façade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas except as per prior approval of competent Authority or Promoter. The Allottee shall not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation of design including coverage of Balconies. Further the Allottee shall not store any hazardous or combustible goods in the Unit/Space or place any heavy material in the common passages or stair case of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit/Space.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottee(s) and/or maintenance agency appointed by association of allottee(s). The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The parties are entering into this Agreement for the allotment of an Unit/Space with the full knowledge of all laws, rules, regulations, notifications, applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s)

anywhere in the Project after the building plan, layout plan, sanction plan or any revised plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Real Estate (Regulation and Development) Act, 2016.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter executes this Agreement they shall not mortgage or create a charge on the said Unit/Space and if such mortgage or charge is made or created on the said Unit/Space then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit/Space. The Promoter shall, however, retain the right to mortgage or create a charge on any unsold Unit/Space.

19. UTTAR PRADESH APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010:

The Promoter has assured the Allottee(s) that the project is entirely in accordance with the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various laws/regulations as applicable in the applicable in the state of Uttar Pradesh.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the Payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee, then the Promoter may serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (Thirty) days from the date of receipt of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit/Space and the

Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit/Space, in case of a transfer, as the said obligations go along with the Unit/Space for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

a. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/ or binding on the Promoter to exercises such discretion in case of other allottee.

b. 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 waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provisions of this Agreement shall be determine to be void or unenforceable under the Real Estate (Regulation and Development) Act, 2016 or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with purpose of this agreement and to the extent necessary to confirm to Real Estate (Regulation and Development) Act, 2016 or the Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Unit/Space bears to the total carpet area of all the Unit/Space 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 of 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 and the Allottee.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement

shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

.....Name of Allottee
..... (Allottee Address)

Promoter

.....
.....

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

30. JOINT ALLOTTEE:

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

31. SAVING:

Any application letter, allotment letter, Agreement or any other document signed by the allottee, in respect of the Unit/Space, as the case may be, prior to the execution of the Agreement for sale such Unit/Space, as the case may be, shall not be construed to limit the rights and interest of the allottee under the Agreement for Sale or under the Real Estate (Regulation and Development) Act, 2016 or the rules or the regulations made thereunder.

32. GOVERNING LAWS:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

That all or any disputes arising out of or touching upon or in relation to the terms of 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 through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The Arbitration proceedings shall be held at an appropriate location in Noida/ Greater Noida by a Sole Arbitrator who shall be appointed by the Promoter only which also been consented and accepted by the intending Buyer. The intending Buyer has further confirmed that he will not challenge at any time regarding the appointment of the sole arbitrator by the Promoter before any Court or Authority. Award if any be given by the said Arbitrator shall be final and binding upon the both the Parties in all respect. The Courts at Noida/ Greater Noida alone shall have jurisdiction. The Arbitration clause shall survive the termination of the present Agreement.

In witness whereof parties hereinabove named have set their respective hands and signed this Agreement for sale at..... (city/own name) in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named:

Allottee: (including joint buyers)

(1) Signature.....
Name.....
Address.....



(2) Signature.....
Name.....
Address.....



Signed and delivered by the within named:

Promoter: **M/S LEVANTE PROJECTS**

Signature (Authorized Signatory)
Name.....
Address.....



At.....on..... in the presence of:

Witnesses:

1. Signature.....
Name.....
Address.....

2. Signature.....

Name..... Address.....

*Or such other certificate by whatever name called issued by the competent authority.	
SCHEDULE 'A'	PLEASE INSERT DESCRIPTION OF THE (APPARTMENT / PLOT) AND THE GARAG/ COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS AND DETAIL BREAK UP OF TOTAL PRICE OF UNIT, POSSESSION AND OTHER CHARGES.
SCHEDULE 'B'	FLOOR PLAN OF THE APARTMENT
SCHEDULE 'C'	PAYMENT PLAN
SCHEDULE 'D'	SPECIFICATION, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)
SCHEDULE 'E'	SPECIFICATION, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
(THE 'Schedules' to this Agreement for sale shall be as agreed to between the parties)	