

### AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

#### By and Between

**M/S U.P. Township Infrastructure Private Limited (CIN No. U45200DL2013PTC250025)**, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the Companies Act, 2013, having its registered office at Office No-F-101, First Floor, Plot no 2/3, Ashish Commercial Complex, LSC, New Rajdhani Enclave, Delhi-110092, and its corporate office at Gaur Biz Park, Plot No.-1, AbhayKhand-II, Indirapuram, Ghaziabad (**PAN No. AABCU5795Q**), (hereinafter referred to as the "**Company**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assignees), represented by its authorized signatory Mr./Mrs./Ms. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) S/W/D/o \_\_\_\_\_, authorized vide board resolution dated \_\_\_\_\_ (attached herein);

Company

Date:.....

Signature of the Allottee(s)

Date:.....

**AND**

Mr./Mrs./Ms \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) &  
**(PAN** \_\_\_\_\_) **aged** **about** \_\_\_\_\_, **residing** **at**  
 \_\_\_\_\_ and Mr./Mrs./Ms  
 \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) & **(PAN**  
 \_\_\_\_\_) **aged** **about** \_\_\_\_\_, **residing** **at**  
 \_\_\_\_\_, 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 assignees).

### **Definitions**

**Act:** Means the Real Estate (Regulation and Development) Act 2016.

**Authority:** means Uttar Pradesh Real Estate Regulation Authority.

**Government:** Means Government of Uttar Pradesh

**Rules:** means the rules for the state under the Real Estate (Regulation and Development) Act 2016.

**Regulations:** means the regulation made under the Real Estate (Regulation and Development) Act 2016.

**Section:** Means section of the Real Estate (Regulation and Development) Act 2016.

**Project:** Means the area within the land area of \_\_\_\_\_ situated at Pocket-1A, Land Development and GrahthanYojana(Ajantapuram) Loni Road, Ghaziabad.

**Earnest Money:** means 10% of the total cost of the Apartment/unit.

**Project Maintenance Charges:** -means the monthly charges payable by the Owner/Occupier of the Apartment/unit to the Company/nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the project.

**Deemed Completion:** Deemed Completion as envisaged Uttar Pradesh Urban Planning and Development Act, 1973 and building by-laws of Uttar Pradesh AwamAwamVikasParishad/ Ghaziabad Development Authority. The expression "Deemed Completion" means that in case the completion certificate/ Occupancy Certificate is not issued by the prescribed sanctioning authority within three months of submission of the application by the company with all required NOC's, the same shall be qualified as deemed completion.

WHEREAS:

Company

Signature of the Allottee(s)

Date:.....

Date:.....

- A. That the Society Shri Rama Krishna SahakariAwasSamiti Limited is the owner and in vacant and actual possession of the land parcels situated at village Sikanderpur and Pasaunda, Tehsil & District Ghaziabad, Uttar Pradesh having a total area admeasuring 21258.32(Pocket-1A) square meters.
- B. That the Company has been allotted the development rights through Joint Development Agreement dated \_\_\_\_\_, bearing registration no. \_\_\_\_\_ in Book no. \_\_\_\_\_, Jild/Volume No. \_\_\_\_\_ on page \_\_\_\_ to \_\_\_\_ before the Sub Registrar of Assurances, Ghaziabad.
- C. That pursuant to the Joint Development Agreement, the Society Shri Rama Krishna SahakariAwasSamiti Limited has executed and registered a General Power of Attorney dated \_\_\_\_\_, registered before the Sub-Registrar of Assurance, Ghaziabad, bearing registration no. \_\_\_\_\_, in Book no. \_\_\_\_\_, Jild/Volume No. \_\_\_\_\_ on page \_\_\_\_ to \_\_\_\_ in favour of the company by virtue of which society had appointed the Company to be its true and lawful attorney and thereby vested unto it the enabling powers to perform its functions to exploit the development rights with respect to the Project Land under the Joint Development Agreement.
- D. The Company is fully competent to enter into this Agreement and has completed all the legal formalities with respect to the right, title and interest of the Company regarding the Said Land on which Project is to be constructed.
- E. That the before Joint Developoment agreement dated \_\_\_\_\_ Layout Plan of the said Project is already sanctioned;
- F. The Company has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Lucknow** on date \_\_\_\_\_ under registration no. \_\_\_\_\_;
- G. The Allottee had applied for aApartment/unit in the Project \_\_\_\_\_vide application no. \_\_\_\_\_& booking no. \_\_\_\_\_dated \_\_\_\_\_and has been allotted **Apartment/unit No.** \_\_\_\_\_admeasuring Saleable Area \_\_\_\_\_**Sq. mt.** ( \_\_\_\_\_Sq. ft.) and Carpet Area of \_\_\_\_\_Sq. mt. ( \_\_\_\_\_ Sq. ft.)on \_\_\_\_\_ **Floor** along with parking no. \_\_\_\_in the \_\_\_\_\_ as permissible under the applicable law and of pro rata share in the common areas of the said Project ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (herein after referred as "**Apartment/unit**") and the floor plan of the Apartment/unit, Parking Layout Plan and its Specification and project layout plan is annexed hereto and marked inAnnexureattached.

Company

Signature of the Allottee(s)

Date:.....

Date:.....

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Allottee(s) also understands that the amenities within the project means amenities developed by U.P. Township Private Limited particularly for the project i.e. \_\_\_\_\_ which is located at Pocket-1A, Land Development and GrahthanYojana(Ajantapuram) Loni Road, Ghaziabad. That the applicant also understand that by buying the Apartment/unit with the company, applicant(s) shall not get any right on the amenities/ facilities in the adjacent projects/areas.
- J. 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;
- 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 Company hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/unit and the open/covered parking (if applicable) as specified herein.

**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 Company agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment/unit as specified in para G above;
- 1.1.2. Both the parties confirm that they have read and understood the provisions of setion-14 of the Act.
- 1.1.3 The undivided interest in the common areas and facilities shall be confined up to the particular **Project** i.e. \_\_\_\_\_. The up keeping and maintenance of the Project will be carried out by the Company or its nominee. The owner(s) of Apartment/unit shall be liable to pay maintenance charges where at present the rate of maintenance is Rs. 3/- per sq.ft. per month on saleable area (GST Additional). These charges are tentative which is based on current costing and these shall be revised at the time of offer for possession and these charges shall be calculated on saleable area of Apartment/unit only. The said maintenance charges shall be escalated 10% every year.

Company

Signature of the Allottee(s)

Date:.....

Date:.....

- 1.1.4 That the allottee(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens, the company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.
- 1.1.5 That the amenities like road, electricity, sewer and water supply which are to be provided by Govt. Authorities, in case there is any delay on part of these authorities, that delay will not be counted on part of the company.
- 1.1.6 That the allottee& co-allottee (if any) will have equal share in the Apartment/unit and in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a case where any dispute arises between the allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concerned. The interest over the delayed payment shall be charged. The dispute whatsoever stated above shall not entitle them for any kind of interest waiver. In above mentioned circumstances the Company shall hold the booking/allotment for two months only there after the Company can cancel the said booking/allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction as procedure described in this agreement. For the refund the consent of all allottee(s) with respect to the share shall be necessary.

**Note:** It shall be always clear that if allottee has availed loan for the Apartment/unit the dues of the banks/financial institutions shall be refunded directly in all the cancellation / refund cases. That the taxes which have been accrued towards the instalments to be paid against the cost of Apartment/unit and payable to the government should not be refunded on cancellation of booking/allotment.

- 1.1.7 Further any delay on account of the Authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of the Company.
- 1.1.8 That it shall be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sale along with due incorporation of the particulars of the subsequent transferee(s) with the Company, and the said NOC will be issued by the Company upon payment of applicable administrative charges and transfer charges +taxes as applicable at that time, further in case any transfer charges are payable to Uttar Pradesh AwasEvamVikashParishad that will be paid directly by allottee.

That the allottee(s) understands and agrees that the Company shall not entertain or execute any endorsement/ nomination/ assignment of the rights of the Allottee(s) before the execution of Agreement to Sale. The

Company

Signature of the Allottee(s)

Date:.....

Date:.....

endorsement / nomination / assignment shall be allowed at the sole discretion of the Company, upon payment of Applicable Charges.

1.1.9 The Electricity Connection shall be provided for the capacity as opted in the application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement (If Required),

Note: At the time of obtaining Completion Certificate/ Occupancy Certificate, Company will apply for electrical connection, at that time there can be two scenarios:

- a) Single Point Connection: In this case company shall provide the infrastructure and meter to the allottee(s). The proportionate security deposit with the respective electric authority will be deducted from IFMS at time of hand over the maintenance and common area of the project to AOA and its fixed and variable charges shall be paid by the allottee(s) and its rates shall be decided at the time of Offer for Possession upon prevailing tariff.
- b) Multi point Connection: In this case company shall provide the infrastructure for electricity in the Condominium and allottee(s) will apply directly for electricity connection to Competent Authority/ UPPCL/NPCL. Its meter cost, installation cost and Security Deposit shall be borne by allottee(s) himself/herself/themselves and its fixed and variable charges shall be paid by the allottee(s) and its rates shall be decided at the time of Offer for Possession upon prevailing tariff.

The electrical installation/ transformers/ E.S.S. equipments and cabling shall be designed with 60% diversity factor. For example for 10000 KVA load only 6000 KVA capacity shall be installed.

1.1.10 That the power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the allottee(s) and its rate shall be decided at the time of Offer for Possession depending upon the prevailing prices of fuel. The DG equipments and cabling shall be designed with 80% diversity factor. For example for 100 KVA load only 80 KVA capacity shall be installed.

1.1.11 The water charges and common area electricity charges are in addition to the maintenance charges. These rates shall be subject to escalation every year by minimum @ 10% per annum. Water meter cost shall be borne by applicant(s) himself.

1.1.12 IFMS\* (Interest Free Maintenance Security Deposit) **Rs.** \_\_\_\_\_/- (payable at the time of offer for possession). \*This amount is transferred to RWA/AOA at the time of Project handover as per the norms of Agreement to Sub-Lease/Memorandum of Transfer (MOT) signed with registered RWA/AOA, after deduction of NPCL security deposit and any other dues (if any).

Company

Signature of the Allottee(s)

Date:.....

Date:.....

1.1.13 That in case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution, the company has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 25000/- excluding Prevailing Taxes as applicable, as administrative charge and shall be payable by the allottee(s).

1.1.14 Since it is a large project the construction will be completed in phases. All the common facilities will be completed only after completion of all the phases. As such the allottee(s) must take the possession of Apartment/unit as soon as it is made available for possession on the basis of Completion Certificate/ Occupancy Certificate/ Deemed Completion Certificate/ Deemed Occupancy Certificate/ Temporary Completion Certificate or Temporary Occupancy Certificate.

1.1.15 In case of booking of the Apartment/unit, financial arrangement is the responsibility of the allottee. In case if there is any delay in bank disbursement all the due interest on delayed payment shall be borne by allottee only.

1.1.16 The Allottee undertakes and confirms that no action, suit. proceedings or investigation is pending or in the knowledge of the Allottee threatened against the Allottee before any court of law or government authority or any other competent authority which might have a material effect on the financial and other affairs of the allottee and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/purchase money had been paid to the Company. The Company reserves the right to cancel the allotment/ agreement to Sale in case of failure of the Allottee to disclose the pendency of any criminal investigation against the Allottee before any court of law or government authority or any other competent authority case in which he was already facing charge sheet and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/purchase money had been paid to the Company.

1.2 The Total Cost for the Apartment/unit is **Rs.** \_\_\_\_\_/-  
(\_\_\_\_\_ Only) (Inclusive of GST).

**\*GST of @5% is included in the Total Cost of Apartment/unit and is subject to change depending on Govt. Policies.**

Company

Date:.....

Signature of the Allottee(s)

Date:.....

The Total cost of APARTMENT/UNIT is exclusive of one year maintenance charges, water and common area electricity charges and Interest Free Maintenance Security.

**\*Maintenance charges shall be applicable from the expiry of 3 months from the date of offer of possession or actual possession, whichever is earlier.**

**\*GST of @18% will be levied on Maintenance Charges, water charges and common area electricity charges.**

**Note:** Payments to be made by A/c Payee Cheque(s), Demand Draft(s)/ RTGS Transfers in favor of M/s U.P. Township Infrastructure Private Limited payable at Delhi/Noida/Ghaziabad. A/c payee Cheque should be of Delhi NCR or at par.

**Explanation:-**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Company towards the Apartment/unit;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Company by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Company, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable): (GST subject to vary as per govt. norms)

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Company 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 the completion of the Project as per registration with the authority, which shall include the extension of registration in 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 Allottee(s) is fully satisfied with the cost of the Apartment/unit and has agreed to pay all the payments /amounts as per the agreed / applicable payment plan. The Allottee(s) hereby also agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the Company in accordance with the Payment Plan opted on or before the respective due dates. It is being clarified that the Company will send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised

Company

Signature of the Allottee(s)

Date:.....

Date:.....

by the Company, it is clearly clarified that these above mentioned reminders can be by way of any digital communication like E-Mails or WhatsApp messages or through post as well. As the timely payment is the essence of the transaction, so any kind of delay in payment either on account of self-funding or due to delay in arrangement of loans from Banks/ NBFC's/Housing Finance Companies / or any other Financial Institution shall be a sole responsibility of the Allottee(s). Further the Allottee(s) is responsible to bear and pay the delayed payment interest on the respective installment to the Company. The Allottee(s) shall make the payment as per the payment plan set out in Annexure attached. ("**Payment Plan**").

- (iv) The Total Price of the Apartment/unit includes recovery of price of land, construction of [not only the Apartment/unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric infrastructure in project, lift, water line and plumbing, finishing as per specifications, fire detection and fire fighting equipment in the Common Areas, etc all as per the specification attached and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/unit 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 development charges, Farmer Compensation, ganga water charges, metro cess etc. 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 Company undertakes and agrees that while raising a demand on the Allottee for increase in development charges, Farmer Compensation charges/Cost imposed by the competent authorities, the Company 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 and allottee(s) shall make payment of the proportionate share of the same without any demur and shall not raise any objection for the same.

Provided that if there is any new imposition or any increase of any development fee after the expiry of the schedule 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 allottees.

- 1.4 It is agreed that for this project, the Company shall not make any additions and alterations in the sanctioned plans, layout plans of phase/project registered with RERA, specifications and the nature of fixtures, fittings and amenities, which shall be in conformity with the advertisement, prospectus/brochures etc as attached, on the basis of which sale is effected) in respect of the Apartment/unit without the previous written consent of the Allottee as per the provisions of the Act.

Company

Signature of the Allottee(s)

Date:.....

Date:.....

Provided that the Company shall make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. That if the Project is the part of a township or developed in phases and the respective layout plan of the township/project/phase has already been sanctioned by the concerned development authority wherein land of various projects & phases and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the Apartment/unit owner shall be confined up to the particular phase /project wherein the Apartment/unit is situated.

- 1.5 The Company shall confirm that the price of the Apartment/unit as specified in Clause no. 1.2 has been calculated on the basis of carpet area. Further if there is reduction in the carpet area more than 3% of the Carpet Area then the Company shall refund the excess money paid by Allottee. If there is any increase in the carpet area more than 3% of the carpet area of the Apartment/unit allotted to Allottee, the Company may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule\_\_ as Annexure Attached. All these monetary adjustments shall be made at same rate per square foot as agreed in Clause “\_” of this Agreement.
- 1.6 Subject to Clause 9.3, the Company agrees and acknowledges that the Allottee shall have the right to the [Apartment/unit] as mentioned below:
  - (i) The Allottee shall have exclusive ownership of the Apartment/unit;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of 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 company shall hand over the common area to the Association of Allottees after obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable).
  - (iii) The Allottee has the rights to visit the project site to assess the extent of development of the project and his Apartment/unit as the case may be.
- 1.7 It is made clear by the Company and the Allottee agrees that the Apartment/unit along with open/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project/ if in phases for every phase is an independent, self-contained Project covering the said Development Land and is not a part of any other project, phase or zone and shall not form a part of and/or linked/combined with any other Project/ phase in its vicinity or otherwise. It is clarified that the

**Company**

**Signature of the Allottee(s)**

**Date:.....**

**Date:.....**

Project's/phase's facilities and amenities, other than declared as independent area in the deed of declaration, shall be available only for use and enjoyment of the allottees of the Project.

1.8 The Company agrees to pay all outgoings before transferring the physical possession of the Apartment/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, 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 Company 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 Apartment/unit to the Allottee(s), the Company 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.

1.9. The Allottee has paid a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** out of earnest money of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as part payment towards the Total Price of the Apartment/unit fixed at the time of application from the receipt of which, the Company hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the as prescribed in the Payment Plan [Schedule \_\_] [Annexure Attached] as may be demanded by the Company at the time and in the manner specified therein:  
Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay **interest** at the rate prescribed in the Rules.

Note: - If allottee shall make the payment direct to Companies Account and not provide any payment details to company then this payment shall be considered to be received only after the issuing receipt of the said payment by Company.

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Company abiding by the construction milestones, the Allottee shall make all payments, on demand by the Company, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (RTGS or NEFT) (as applicable) in favour of {U.P. TOWNSHIP INFRASTRUCTURE PVT.LTD} payable at {Delhi/Noida/Ghaziabad}.

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

Company

Signature of the Allottee(s)

Date:.....

Date:.....

- 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 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 etc. and provide the Company with such permission, approvals which would enable the Company 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 Company accepts no responsibility in regard to the matters specified in 3.1 above. The Allottee(s) shall keep the Company 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 company by filing the requisite form and receiving proper acceptance receipt from the officer in-charge.
- 3.3 The allottee(s) are fully aware that Company has not authorized any person or company to collect the payment on their behalf. All the payments against the allotment of the said Apartment/unit will be made only to M/s U.P. Township Infrastructure Private Limited and its affiliated companies. M/s U.P. Township Infrastructure Private Limited shall not be responsible for payments made to any other party other than M/s U.P. Township Infrastructure Private Limited.

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

The Allottee authorizes the Company to adjust/appropriate all payments made by him/her under any head(s) of dues including interest against lawful outstanding, if any, in his/her name as the Company may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Company to adjust his payments in any manner.

#### 5. **TIME IS ESSENCE**

Time is of essence for the Company as well as the Allottee. The Company shall abide by the time schedule for completing the project and handing over the Apartment/unit to the Allottee as per the timeline mentioned Clause No. 7.1 and the common areas to the association of the allottees as per local laws.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject

Company

Signature of the Allottee(s)

Date:.....

Date:.....

to the simultaneous completion of construction by the Company as provided in the Payment Plan [Schedule-\_\_] [Annexure Attached].

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/unit in the Project and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement], as represented by the Company. The Company shall develop the Project in accordance with the plans sanctioned by Uttar Pradesh Awas Evam Vikash Parishad. Subject to the terms in this Agreement, the Company undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **Uttar Pradesh Awas Evam Vikash Parishad** for the state of Uttar Pradesh 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 Company shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT/UNIT**

### **7.1 Schedule for possession of the said Apartment/unit**

The Company agrees and understands that timely delivery of possession of the Apartment/unit is the essence of the Agreement. The Company, based on the approved plans and specifications, assures the date of possession shall be on \_\_\_\_\_. Time period of 6 months as fit out period shall be additional. The said fit out period shall not be considered in period of delay in possession and allottee(s) will not be entitled for delay possession penalty for this period. Unless there is delay or failure due to Force Majeure which includes war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any delay due to any restrictions imposed by National Green Tribunal (NGT) which effects construction activity and restrictions by any other statutory authority or any other calamity caused by nature affecting the regular development of the real estate project. The time period lost during the continuance of above events along with such additional period till the resumption of all activities to its normal state shall explicitly be excluded from the agreed possession date and is covered under Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of the Apartment/unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Company to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Company shall refund to the Allottee the entire amount received by the Company towards this Apartment/unit within 120 days from that date after deduction of tax deposited and without any interest. The company shall intimate the allottee about such termination, the allottee agrees that he/she shall not have any right, claim, etc against the company and that the company shall be released and discharged from all its obligations and liabilities under this Agreement. In case the Project is

Company

Signature of the Allottee(s)

Date:.....

Date:.....

developed in phases, it will be the duty of the Company to maintain those common areas and facilities which are not complete and hand over all the common areas and facilities to the AOA/RWA once all the phases are completed .

Note: - Date of possession above mentioned is for the purpose of calculation of Delay Possession Penalty though company can offer the possession any time before \_\_\_\_\_ on the basis of completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable). On this basis, it is mandatory for the allottee to make the payment, obtain the NOC and take possession of the Apartment/unit. In case there is any denial or delay in payment by the allottee the company shall be entitled to cancel the agreement to Sale as per the terms and conditions specified in this agreement to Sale.

## 7.2 PROCEDURE FOR TAKING POSSESSION

The Company, upon obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Apartment/unit to the Allottee, in terms of this Agreement, to be taken within two months from the date of issue of completion certificate/occupancy certificate /Deemed completion/Deemed occupancy certificate (as applicable).

[Provided that, in the absence of Applicable Law the Sale deed in favour of the Allottee shall be carried out by the Company within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. The Company agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Company. The Allottee, after taking possession, agrees to pay the maintenance charges as per policy determined by the Company/association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) for the Project.

**Note:**The allottee(s) after receiving Offer for Possession has to complete certain Possession formalities which include but not limited to obtaining No Dues Certificate from the company after providing his bank statements from which the payment for the allotted Apartment/unit have been made so that company can verify the payment and get account reconciliation done.

## 7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT/UNIT

Upon receiving a written intimation from the Company as per Para 7.2, the Allottee shall take possession of the Apartment/unit from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Company shall give possession of the Apartment/unit to the Allottee. In case the Allottee fails to take possession within the time provided in

Company

Signature of the Allottee(s)

Date:.....

Date:.....

para 7.2, such Allottee shall be liable to pay to the company 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 Clause 1.1.3.

#### **7.4 POSSESSION BY THE ALLOTTEE**

After obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) and handing over physical possession of the Apartment/unit to the Allottees, it shall be the responsibility of the Company to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the competent authority at the time of handing over the Project to Association or competent authority, as the case may be, as per the Applicable Law.

[Provided that, in the absence of any Applicable Law the Company shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, after the formed Association (AOA) is registered and takes the handover of the common areas of the society by the signing all the required documents].

#### **7.5 CANCELLATION BY ALLOTTEE**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Company, the Company herein is entitled to forfeit the earnest money paid for the allotment and taxes deposited with the government. The Company shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty-five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Apartment/unit or at the end of one year from the date of cancellation / withdrawal by the Allottee, whichever is earlier. The Company shall inform the previous allottee the date of re-allotment of the said Apartment/unit and also display this information on the official website of UP RERA on the date of re-allotment. That upon the cancellation of allotment as per this agreement to Sale either by Company or Allottee, the Allottee shall submit all the original documents i.e. agreement to Sale, payment receipts, Letters/demand letters and any other documents related to Apartment/unit along with bank account details for refund with each allottee's consent. If allottee fail to submit the above-mentioned documents, this delay shall not be considered on the part of Company and the Allottee undertakes that he/she shall not be entitled to claim any interest or compensation for said period from the Company.

#### **7.6 COMPENSATION**

The Company 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

Company

Signature of the Allottee(s)

Date:.....

Date:.....

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 Company fails to complete or is unable to give possession of the [Apartment/unit] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a company on account of suspension or revocation of the registration under the Act; or for any other reason; the Company 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 [Apartment/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 does not intend to withdraw from the Project, the Company 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 [Apartment/unit], which shall be paid by the Company to the Allottee within forty-five days of it becoming due.

## 8. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

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

- (i) The Company has absolute, clear and marketable title with respect to the said Development Land; the requisite rights to carry out development upon the said Development Land and absolute, actual, physical and legal possession of the said Development Land for the Project;
- (ii) The Company has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) The details of encumbrances are attached in Schedule- \_\_\_\_ (Annexure Attached).
- (iv) There are no litigations pending before any Court of law with respect to the said Development Land, Project.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Development Land and Apartment/unit are valid and subsisting and have been obtained by following due process of law. Further, the Company has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Development Land, Building and Apartment/unit and common areas;
- (vi) The Company has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

Company

Signature of the Allottee(s)

Date:.....

Date:.....

- (vii) The Company 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 Development Land, including the Project and the said Apartment/unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Company confirms that the Company is not restricted in any manner whatsoever from selling the said Apartment/unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Sale deed the Company shall handover lawful, vacant, peaceful, physical possession of the Apartment/unit to the Allottee and the common areas to the Association of the Allottees as per applicable law;
- (x) The Development Land 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 Development Land;
- (xi) The Company 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/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), along with common area (equipped with all the specifications, amenities and facilities) has been handed over to the allottee(s) 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, writ petition (including any notice for acquisition or requisition of the said Development Land) has been received by or served upon the Company in respect of the said Development Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) Company fails to provide ready to move in possession of the [Apartment/unit] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean the completion certificate/occupancy certificate/deemed completion/ deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) has been issued by the competent authority.

**Company**

**Date:.....**

**Signature of the Allottee(s)**

**Date:.....**

- (ii) Discontinuance of the Company's business as a company 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 Company under the conditions listed above a non-defaulting, Allottee is entitled to the following:

- (i) Stop making further payments to Company as demanded by the Company. If the Allottee stops making payments, the Company 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 Company shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment/unit, 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 termination notice:  
Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she shall be paid, the Company, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/unit, which shall be paid by the Company 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 Company 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 company 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 Company 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 Company in this regard, the Company may cancel the allotment of the [Apartment/unit] in favour of the Allottee and refund the money paid to him by the Allottee by deducting the earnest money and GST/Taxes deposited with the government and the interest liabilities and this Agreement shall thereupon stand terminated. The Company must not be in default to take this benefit; Provided that the Company shall intimate the Allottee about such termination at least thirty days prior to such termination.

## **10. SALE DEED OF THE SAID APARTMENT/UNIT**

Company

Signature of the Allottee(s)

Date:.....

Date:.....

The Company, on receipt of Total Price of the [Apartment/unit] as per Clause 1.2 under the Agreement from the Allottee, shall execute a Sale deed and convey the title of the Apartment/unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) as the case may be, to the Allottee.

Provided that, in the absence of Applicable Law, the Sale deed in favour of the Allottee shall be carried out by the company within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Company to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Company is made by the Allottee. No possession shall be given without paying stamp duty.

#### 11. MAINTENANCE OF THE SAID PROJECT/BUILDING/APARTMENT/UNIT

The Company shall be responsible to Provide and maintain essential services in the Project till the taking over of the Project by the association of Allottees upon the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable). However, if the Association of Allottees is not formed within 1 year of the completion certificate/occupancy certificate/deemed completion/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), the Company will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2+10% in lieu of price escalation every year for the purpose of the maintenance for next 1 year and so on.

The **Interest Free Maintenance Security (IFMS)** deposit is payable to the Company Rs. \_\_\_\_\_/-.

The amount of Interest Free Maintenance Security (IFMS) will be handed over to A.O.A. (Association of Allottees) at the time of handing over the maintenance and common area of the project after the deduction of security deposit or any other deposit with any other statutory authority which was deposited earlier by the company for electricity connection and further any work for the project.

#### 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 Company as per the agreement to Sale relating to such development is brought to the notice of the Company within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the company to given possession to the allottee, whichever is earlier it shall be the duty of the Company to rectify such

Company

Signature of the Allottee(s)

Date:.....

Date:.....

defects without further charge, within 30 (thirty) days, and in the event of Company's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT TO ENTER THE APARTMENT/UNIT FOR REPAIRS**

The Company/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the [Apartment/unit] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE**

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

**15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/UNIT**

- I. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/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 [Apartment/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 Apartment/unit and keep the Apartment/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.
- II. 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 / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee 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 shall not store any hazardous or combustible goods in the Apartment/unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment/unit.

Company

Signature of the Allottee(s)

Date:.....

Date:.....

- III. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees. 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 aApartment/unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**17. ADDITIONAL CONSTRUCTIONS**

The Company undertakes that it has no right to make addition 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. COMPANY SHALL NOT MORTGAGE OR CREATE A CHARGE**

The company shall not mortgage or create a charge on the Apartment/unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/unit.

**19. UTTAR PRADESH URBAN PLANNING AND DEVELOPMENT ACT, 1973**

The Company has assured the Allottees that the Project in its entirety is in accordance with the provisions of the Uttar Pradesh Urban Planning and Development Act, 1973. The Company showing compliance of as applicable in Uttar Pradesh.

**20. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the 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 and secondly appears for registration of the same before the concerned Sub-Registrar of Uttar Pradesh AwasEvamVikashParishad, Ghaziabad as per authority as and when intimated by the Company. If the Allottee(s) fails to execute and deliver to the Company this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Company, then the Company shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the earnest money (after 10% deduction of total cost + GST/Taxes) shall be returned to the Allottee without any interest or compensation whatsoever.

Company

Signature of the Allottee(s)

Date:.....

Date:.....

**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 Apartment/unit, as the case may be.

**22. RIGHT TO AMEND**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Apartment/unit] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/unit], in case of a transfer, as the said obligations go along with the [Apartment/unit] for all intents and purposes.

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

24.1 The Company 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 Company in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other Allottee(s).

24.2 Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the

Company

Signature of the Allottee(s)

Date:.....

Date:.....

proportion which the carpet area of the [Apartment/unit] bears to the total carpet area of all the [Apartment/unit] in the Project.

## 27. FURTHER ASSURANCES

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

## 28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Company through its authorized signatory at the Company's Office, or at some other place, which may be mutually agreed between the Company and the Allottee, simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Uttar Pradesh AwamVikashParishad at Ghaziabad as per rules of Parishad. Hence this Agreement shall be deemed to have been executed at Ghaziabad.

## 29. NOTICES

That all notices to be served on the Allottee and the Company as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Company by Registered Post at their Respective email specified below:

### In case of Allottee

\_\_\_\_\_ (Name of the Allottee)

R/O- \_\_\_\_\_

Email ID :- \_\_\_\_\_

WhatsApp Number :- \_\_\_\_\_

### In case of Company

U.P. TOWNSHIP INFRASTRUCTURE PVT.LTD.

**Gaurs Biz Park Plot No.-1, AbhayKhand-II, Indirapuram, Ghaziabad**

Email ID :- \_\_\_\_\_

It shall be the duty of the Allottee(s) to intimate the company by filing the requisite form and receiving proper acceptance receipt from the officer in-charge of any change in mailing communication address/email address or WhatsApp numbers 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/email or sent on WhatsApp numbers shall be deemed to have been received by the company or the Allottee, as the case may be. Information send on email or WhatsApp Numbers shall always be treated as received.

## 30. JOINT ALLOTTEES

Company

Signature of the Allottee(s)

Date:.....

Date:.....

That in case there are Joint Allottees all communications shall be sent by the Company to the Allottee whose name appears first and at the address or WhatsApp Number or E-mail ID given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment/unit, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment/unit, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made there under.

**32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and Enforced in accordance with the laws of India for the time being in force.

**33. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee: (including joint buyers)**

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

(2)

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

**Company:**

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

(Authorized Signatory)

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Company

Date:.....

Signature of the Allottee(s)

Date:.....

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE ' \_\_ ' - PROJECT LAYOUT PLAN.**

**SCHEDULE ' \_\_ ' - FLOOR PLAN FOR APARTMENT/UNIT.**

**SCHEDULE ' \_\_ ' - PARKING LAYOUT PLAN AND its DIMENSION.**

**SCHEDULE ` \_\_ ' - PAYMENT PLAN.**

**SCHEDULE ` \_\_ ' -ENCUMBRANCES.**

**Company**

**Date:.....**

**Signature of the Allottee(s)**

**Date:.....**

### AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

#### By and Between

**M/S U.P. Township Infrastructure Private Limited (CIN No. \_\_\_\_\_)**, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the Companies Act, 2013, having its registered office at Office No-F-101, First Floor, Plot no 2/3, Ashish Commercial Complex, LSC, New Rajdhani Enclave, Delhi-110092, and its corporate office at Gaur Biz Park, Plot No.-1, AbhayKhand-II, Indirapuram, Ghaziabad (**PAN No. \_\_\_\_\_**), (hereinafter referred to as the "**Company**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assignees), represented by its authorized signatory Mr./Mrs./Ms. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) S/W/D/o \_\_\_\_\_, authorized vide board resolution dated \_\_\_\_\_ (attached herein);

#### AND

Mr./Mrs./Ms \_\_\_\_\_ (**Aadhar no. \_\_\_\_\_**) &  
(**PAN \_\_\_\_\_**) aged about \_\_\_\_\_, residing at \_\_\_\_\_

Company

Signature of the Allottee(s)

Date:.....

Date:.....

\_\_\_\_\_ and  
 Mr./Mrs./Ms \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) &  
 (PAN \_\_\_\_\_) aged about \_\_\_\_\_, residing at  
 \_\_\_\_\_, 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 assignees).

## Definitions

**Act:** Means the Real Estate (Regulation and Development) Act 2016.

**Authority:** means Uttar Pradesh Real Estate Regulation Authority.

**Government:** Means Government of Uttar Pradesh

**Rules:** means the rules for the state under the Real Estate (Regulation and Development) Act 2016.

**Regulations:** means the regulation made under the Real Estate (Regulation and Development) Act 2016.

**Section:** Means section of the Real Estate (Regulation and Development) Act 2016.

**Project:** Means the area within the land area of Gaur Aero Mall situated at Pocket 1A (Commercial), Land Development and Grahthan Yojana (Ajantapuram) Loni Road, Ghaziabad.

**Earnest Money:** means 10% of the total cost of the Unit/Shop.

**Project Maintenance Charges:** -means the monthly charges payable by the Owner/Occupier of the Unit/Shop to the Company/nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the project.

**Deemed Completion:** Deemed Completion as envisaged under Uttar Pradesh Urban Planning and Development Act, 1973 and building by-laws of Uttar Pradesh Awas Awam Vikas Parishad/ Ghaziabad Development Authority. The expression "Deemed Completion" means that in case the completion certificate/ Occupancy Certificate is not issued by the prescribed sanctioning authority within three months of submission of the application by the company with all required NOC's, the same shall be qualified as deemed completion.

WHEREAS:

- A. That the Society Shri Rama Krishna Sahakari Awas Samiti Limited is the owner and in vacant and actual possession of the land parcels situated at village Sikanderpur

Company

Signature of the Allottee(s)

Date:.....

Date:.....

and Pasaunda, Tehsil & District Ghaziabad, Uttar Pradesh having a total area admeasuring 21258.32 (Pocket-1A) square meters.

- B. That the Company has been allotted the development rights through Joint Development Agreement dated \_\_\_\_\_, bearing registration no. \_\_\_\_\_ in Book no. \_\_\_\_\_, Jild/Volume No. \_\_\_\_\_ on page \_\_\_\_ to \_\_\_\_ before the Sub Registrar of Assurances, Ghaziabad.
- C. That pursuant to the Joint Development Agreement, the Society Shri Rama Krishna Sahakari Awas Samiti Limited has executed and registered a General Power of Attorney dated \_\_\_\_\_, registered before the Sub-Registrar of Assurance, Ghaziabad, bearing registration no. \_\_\_\_\_, in Book no. \_\_\_\_\_, Jild/Volume No. \_\_\_\_\_ on page \_\_\_\_ to \_\_\_\_ in favour of the company by virtue of which society had appointed the Company to be its true and lawful attorney and thereby vested unto it the enabling powers to perform its functions to exploit the development rights with respect to the Project Land under the Joint Development Agreement.
- D. The Company is fully competent to enter into this Agreement and has completed all the legal formalities with respect to the right, title and interest of the Company regarding the Said Land on which Project is to be constructed.
- E. That the before Joint Development agreement dated \_\_\_\_\_ Layout Plan of the said Project is already sanctioned.;
- F. The Company has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Lucknow** on date \_\_\_\_\_ under registration no. \_\_\_\_\_;
- G. The Allottee had applied for a Commercial Unit/Shop in the Project Gaur Aero Mall vide application no. \_\_\_\_\_ & booking no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Unit/Shop no. \_\_\_\_\_ admeasuring Saleable Area ..... Sq. mt. (..... Sq. ft.) and Carpet Area of ..... Sq. mt. (..... Sq. ft.) on \_\_\_\_\_ **floor** along with parking no. \_\_\_\_\_ in the \_\_\_\_\_, as permissible under the applicable law and of pro rata share in the common areas of the said Project ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (herein after referred as "**Unit/Shop**") and the floor plan of the Unit/Shop, Parking Layout Plan and its Specification and project layout plan is annexed hereto and marked in Annexure attached.
- 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;

Company

Signature of the Allottee(s)

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- I. The Allottee(s) also understands that the amenities within the project means amenities developed by U.P. Township Private Limited particularly for the project i.e. Gaur Aero Mall which is located at Pocket 1A (Commercial), Land Development and GrahthanYojana(Ajantapuram) Loni Road, Ghaziabad. That the applicant also understand that by buying the Unit/Shop with the company, applicant(s) shall not get any right on the amenities/ facilities in the adjacent projects/areas.
- J. 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;
- 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 Company hereby agrees to sell and the Allottee hereby agrees to purchase the Unit/Shop and the open/covered parking (if applicable) as specified herein.

**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 Company agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Unit/Shop as specified in para \_\_ above;
- 1.1.2. Both the parties confirm that they have read and understood the provisions of setion-14 of the Act.
- 1.1.3 The undivided interest in the common areas and facilities shall be confined up to the particular **Project**i.e. Gaur Aero Mall. The up keeping and maintenance of the Project will be carried out by the Company or its nominee. The owner(s) of Unit/Shop shall be liable to pay maintenance charges where at present the rate of maintenance is Rs. 19.90/- per sq.ft. per month on saleable area (GST Additional). These charges are tentative which is based on current costing and these shall be revised at the time of offer for possession and these charges shall be calculated on saleable area of Unit/Shop only. The said maintenance charges shall be escalated 10% every year.
- 1.1.4 That the allottee(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if

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any loss or damage happens, the company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.

- 1.1.5 That the amenities like road, electricity, sewer and water supply which are to be provided by Govt. Authorities, in case there is any delay on part of these authorities, that delay will not be counted on part of the company.
- 1.1.6 That the allottee & co-allottee (if any) will have equal share in the Unit/Shop and in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a case where any dispute arises between the allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concerned. The interest over the delayed payment shall be charged. The dispute whatsoever stated above shall not entitle them for any kind of interest waiver. In above mentioned circumstances the Company shall hold the booking/allotment for two months only there after the Company can cancel the said booking/allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction as procedure described in this agreement. For the refund the consent of all allottee(s) with respect to the share shall be necessary.

**Note:** It shall be always clear that if allottee has availed loan for the Unit/Shop the dues of the banks/financial institutions shall be refunded directly in all the cancellation / refund cases. That the taxes which have been accrued towards the instalments to be paid against the cost of Unit/Shop and payable to the government should not be refunded on cancellation of booking/allotment.

- 1.1.7 Further any delay on account of the Authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of the Company.
- 1.1.8 That it shall be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sale along with due incorporation of the particulars of the subsequent transferee(s) with the Company, and the said NOC will be issued by the Company upon payment of applicable administrative charges and transfer charges + taxes as applicable at that time, further in case any transfer charges are payable to Uttar Pradesh Awas Evam Vikash Parishad that will be paid directly by allottee.

That the allottee(s) understands and agrees that the Company shall not entertain or execute any endorsement/ nomination/ assignment of the rights of the Allottee(s) before the execution of Agreement to Sale. The endorsement / nomination / assignment shall be allowed at the sole discretion of the Company, upon payment of Applicable Charges.

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1.1.9 Electricity supply shall be through Single Point Connection in which company shall provide the infrastructure and meter to the allottee(s). The proportionate security deposit with the respective electric authority will be deducted from IFMS at time of hand over the maintenance and common area of the project to AOA. Its fixed and variable charges shall be payable by the allottee.

The electrical installation/ transformers/ E.S.S. equipments and cabling shall be designed with 60% diversity factor. For example for 10000 KVA load only 6000 KVA capacity shall be installed.

1.1.10 That the power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the allottee(s) and its rate shall be decided at the time of Offer for Possession depending upon the prevailing prices of fuel. The DG equipments and cabling shall be designed with 80% diversity factor. For example for 100 KVA load only 80 KVA capacity shall be installed.

1.1.11 IFMS\* (Interest Free Maintenance Security Deposit)  
Rs..... (payable at the time of offer for possession).

1.1.12 That in case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution, the company has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 25000/- excluding Prevailing Taxes as applicable, as administrative charge and shall be payable by the allottee(s).

1.1.13 Since it is a large project having number of Floors, the construction will be completed in phases. All the common facilities will be completed only after completion of all the phases. As such the allottee(s) must take the possession of Unit/Shopas soon as it is made available for possession on the basis of Completion Certificate/ Occupancy Certificate/ Deemed Completion Certificate/ Deemed Occupancy Certificate/ Temporary Completion Certificate or Temporary Occupancy Certificate.

1.1.14 In case of booking of the Unit/Shop, financial arrangement is the responsibility of the allottee. In case if there is any delay in bank disbursement all the due interest on delayed payment shall be borne by allottee only.

1.1.15 The Allottee undertakes and confirms that no action, suit. proceedings or investigation is pending or in the knowledge of the Allottee threatened against the Allottee before any court of law or government authority or any other

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competent authority which might have a material effect on the financial and other affairs of the allottee and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/purchase money had been paid to the Company. The Company reserves the right to cancel the allotment/ agreement to Sale in case of failure of the Allottee to disclose the pendency of any criminal investigation against the Allottee before any court of law or government authority or any other competent authority case in which he was already facing charge sheet and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/purchase money had been paid to the Company.

1.2 The Total Cost for the Unit/Shop is Rs.....(in words.....) (Inclusive of GST).

**\*GST of @12% is included in the Total Cost of Unit/Shop and is subject to change depending on Govt. Policies.**

The Total cost of UNIT/SHOP is exclusive of one year maintenance charges, water and common area electricity charges and Interest Free Maintenance Security.

**\*Total Cost of the Unit/Shop is inclusive of Dx-water cooled compressor system costing.**

**\*Total Cost of the Unit/Shop is inclusive of Space signage board charges.**

**\*Maintenance charges shall be applicable from the expiry of 3 months from the date of offer of possession or actual possession, whichever is earlier.**

**\*GST of @18% will be levied on Maintenance Charges, water charges and common area electricity charges.**

**Note:** Payments to be made by A/c Payee Cheque(s), Demand Draft(s)/ RTGS Transfers in favor of M/s U.P. Township Infrastructure Private Limited payable at Delhi/Noida/Ghaziabad. A/c payee Cheque should be of Delhi NCR or at par.

**Explanation:-**

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

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certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable): (GST subject to vary as per govt. norms)

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Company 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 the completion of the Project as per registration with the authority, which shall include the extension of registration in 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 Allottee(s) is fully satisfied with the cost of the Unit/Shop and has agreed to pay all the payments /amounts as per the agreed / applicable payment plan. The Allottee(s) hereby also agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the Company in accordance with the Payment Plan opted on or before the respective due dates. It is being clarified that the Company will send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised by the Company, it is clearly clarified that these above mentioned reminders can be by way of any digital communication like E-Mails or WhatsApp messages or through post as well. As the timely payment is the essence of the transaction, so any kind of delay in payment either on account of self-funding or due to delay in arrangement of loans from Banks/ NBFC's/Housing Finance Companies / or any other Financial Institution shall be a sole responsibility of the Allottee(s). Further the Allottee(s) is responsible to bear and pay the delayed payment interest on the respective installment to the Company. The Allottee(s) shall make the payment as per the payment plan set out in Annexure attached. ("**Payment Plan**").
- (iv) The Total Price of the Unit/Shop includes recovery of price of land, construction of [not only the Unit/Shop but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric infrastructure in project, lift, water line and plumbing, finishing as per specifications, fire detection and fire fighting equipment in the Common Areas, etc all as per the specification attached and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit/Shop and the Project.
- (v) The Total Cost of unit is inclusive of PLC charges, Dx-water cooled compressor charges and Space signage charges. The allottee hereby agrees that Dx-water cooled compressor system will be installed by Company. The cost of this system is Rs. 1,35,000/- per 1.5 ton + GST/Prevailing Taxes (This cost includes Dx-water cooled compressor system. AC unit in shop and

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installation charges) which will be borne or paid by allottee(s). These rates can be revised from time to time. The cost of 2 ton is Rs. 1,60,000/-+ GST/Prevailing Taxes, cost of 3 ton is Rs. 2,30,000/-+ GST/Prevailing Taxes and cost of 5.5 ton is Rs. 3,80,000/-+ GST/Prevailing Taxes.

It is mandatory to take minimum 1.5 ton AC load for covered area upto 100 sq.ft., 2 ton AC load for covered area from 101 sq.ft. to 200 sq.ft., 3 ton AC load for covered area from 201 sq.ft. to 300 sq.ft. and for more than 300 sq.ft. covered area it is mandatory to have 5.5 ton AC load.

- 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 development charges, Farmer Compensation, ganga water charges, metro cess etc. 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 Company undertakes and agrees that while raising a demand on the Allottee for increase in development charges, Farmer Compensation charges/Cost imposed by the competent authorities, the Company 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 and allottee(s) shall make payment of the proportionate share of the same without any demur and shall not raise any objection for the same.

Provided that if there is any new imposition or any increase of any development fee after the expiry of the schedule 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 allottees.

- 1.4 It is agreed that for this project, the Company shall not make any additions and alterations in the sanctioned plans, layout plans of phase/project registered with RERA, specifications and the nature of fixtures, fittings and amenities, which shall be in conformity with the advertisement, prospectus/brochures etc as attached, on the basis of which sale is effected) in respect of the Unit/Shop without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Company shall make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. That if the Project is the part of a township or developed in phases and the respective layout plan of the township/project/phase has already been sanctioned by the concerned development authority wherein land of various projects & phases and purposes has been duly earmarked. The undivided interest in the common

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areas and facilities of the Unit/Shopowner shall be confined up to the particular phase /project wherein the Unit/Shop is situated.

- 1.5 The Company shall confirm that the price of the Unit/Shop as specified in Clause no. 1.2 has been calculated on the basis of carpet area. Further if there is reduction in the carpet area more than 3% of the Carpet Area then the Company shall refund the excess money paid by Allottee. If there is any increase in the carpet area more than 3% of the carpet area of the Unit/Shop allotted to Allottee, the Company may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule\_\_ as Annexure Attached. All these monetary adjustments shall be made at same rate per square foot as agreed in Clause “\_” of this Agreement.
- 1.6 Subject to Clause 9.3, the Company agrees and acknowledges that the Allottee shall have the right to the [Unit/Shop] as mentioned below:
  - (i) The Allottee shall have exclusive ownership of the Unit/Shop;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of 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 company shall hand over the common area to the Association of Allottees after obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable).
  - (iii) The Allottee has the rights to visit the project site to assess the extent of development of the project and his Unit/Shops as the case may be.
- 1.7 It is made clear by the Company and the Allottee agrees that the Unit/Shop along with open/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project/ if in phases for every phase is an independent, self-contained Project covering the said Development Land and is not a part of any other project, phase or zone and shall not form a part of and/or linked/combined with any other Project/ phase in its vicinity or otherwise. It is clarified that the Project's/phase's facilities and amenities, other than declared as independent area in the deed of declaration, shall be available only for use and enjoyment of the allottees of the Project.
- 1.8 The Company agrees to pay all outgoings before transferring the physical possession of the Unit/Shop 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, including mortgage loan and interest on mortgages or other encumbrances

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and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Company 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/Shop to the Allottee(s), the Company 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.

- 1.9. The Allottee has paid a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** out of earnest money of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as part payment towards the Total Price of the Unit/Shop fixed at the time of application form the receipt of which, the Company hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the as prescribed in the Payment Plan [Schedule \_\_] [Annexure Attached] as may be demanded by the Company at the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay **interest** at the rate prescribed in the Rules.

Note: - If allottee shall make the payment direct to Companies Account and not provide any payment details to company then this payment shall be considered to be received only after the issuing receipt of the said payment by Company.

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Company abiding by the construction milestones, the Allottee shall make all payments, on demand by the Company, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (RTGS or NEFT) (as applicable) in favour of {U.P. TOWNSHIP INFRASTRUCTURE PVT.LTD} payable at {Delhi/Noida/Ghaziabad}.

## 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 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 etc. and provide the Company with such permission, approvals which would enable the Company 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.

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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 Company accepts no responsibility in regard to the matters specified in 3.1 above. The Allottee(s) shall keep the Company 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 company by filing the requisite form and receiving proper acceptance receipt from the officer in-charge.

3.3 The allottee(s) are fully aware that Company has not authorized any person or company to collect the payment on their behalf. All the payments against the allotment of the said Unit/Shop will be made only to M/s U.P. Township Infrastructure Private Limited and its affiliated companies. M/s U.P. Township Infrastructure Private Limited shall not be responsible for payments made to any other party other than M/s U.P. Township Infrastructure Private Limited.

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

The Allottee authorizes the Company to adjust/appropriate all payments made by him/her under any head(s) of dues including interest against lawful outstanding, if any, in his/her name as the Company may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Company to adjust his payments in any manner.

#### 5. **TIME IS ESSENCE**

Time is of essence for the Company as well as the Allottee. The Company shall abide by the time schedule for completing the project and handing over the Unit/Shop to the Allottee as per the timeline mentioned Clause No. 7.1 and the common areas to the association of the allottees as per local laws.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Company as provided in the Payment Plan [Schedule-\_\_] [Annexure Attached].

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit/Shop in the Project and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement], as represented by the Company. The Company shall develop the Project in accordance with the plans sanctioned by Uttar Pradesh AwamVikashParishad. Subject to the terms in this Agreement, the Company undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **Uttar Pradesh AwamVikashParishad** for the

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state of Uttar Pradesh 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 Company shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE UNIT/SHOP**

### **7.1 Schedule for possession of the said Unit/Shop**

The Company agrees and understands that timely delivery of possession of the Unit/Shop is the essence of the Agreement. The Company, based on the approved plans and specifications, assures the date of possession shall be on \_\_\_\_\_. Time period of 6 months as fit out period shall be additional. The said fit out period shall not be considered in period of delay in possession and allottee(s) will not be entitled for delay possession penalty for this period. Unless there is delay or failure due to Force Majeure which includes war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any delay due to any restrictions imposed by National Green Tribunal (NGT) which effects construction activity and restrictions by any other statutory authority or any other calamity caused by nature affecting the regular development of the real estate project. The time period lost during the continuance of above events along with such additional period till the resumption of all activities to its normal state shall explicitly be excluded from the agreed possession date and is covered under Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of the Unit/Shop, 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 Company to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Company shall refund to the Allottee the entire amount received by the Company towards this Unit/Shop within 120 days from that date after deduction of tax deposited and without any interest. The company shall intimate the allottee about such termination, the allottee agrees that he/she shall not have any right, claim, etc against the company and that the company 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 Company to maintain those common areas and facilities which are not complete and hand over all the common areas and facilities to the AOA/RWA once all the phases are completed .

Note: - Date of possession above mentioned is for the purpose of calculation of Delay Possession Penalty though company can offer the possession any time before \_\_\_\_\_ on the basis of completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable). On this basis, it is mandatory for the allottee to make the payment, obtain the NOC and take possession of the Unit/Shop. In case there is any denial or delay in payment by the allottee the company shall be entitled to cancel the agreement to Sale as per the terms and conditions specified in this agreement to Sale.

**Company**

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## 7.2 PROCEDURE FOR TAKING POSSESSION

The Company, upon obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Unit/Shop to the Allottee, in terms of this Agreement, to be taken within two months from the date of issue of completion certificate/occupancy certificate /Deemed completion/Deemed occupancy certificate (as applicable).

[Provided that, in the absence of Applicable Law the Sale deed in favour of the Allottee shall be carried out by the Company within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. The Company agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Company. The Allottee, after taking possession, agrees to pay the maintenance charges as per policy determined by the Company/association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) for the Project.

**Note:**The allottee(s) after receiving Offer for Possession has to complete certain Possession formalities which include but not limited to obtaining No Dues Certificate from the company after providing his bank statements from which the payment for the allotted Unit/Shop have been made so that company can verify the payment and get account reconciliation done.

## 7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF UNIT/SHOP

Upon receiving a written intimation from the Company as per Para 7.2, the Allottee shall take possession of the Unit/Shop from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Company shall give possession of the Unit/Shop to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall be liable to pay to the company 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 Clause 1.1.3.

## 7.4 POSSESSION BY THE ALLOTTEE

After obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) and handing over physical possession of the Unit/Shop to the Allottees, it shall be the responsibility of the Company to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the competent authority at the time of

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Date:.....

handing over the Project to Association or competent authority, as the case may be, as per the Applicable Law.

[Provided that, in the absence of any Applicable Law the Company shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, after the formed Association (AOA) is registered and takes the handover of the common areas of the society by the signing all the required documents].

## **7.5 CANCELLATION BY ALLOTTEE**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Company, the Company herein is entitled to forfeit the earnest money paid for the allotment and taxes deposited with the government. The Company 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/Shop or at the end of one year from the date of cancellation / withdrawal by the Allottee, whichever is earlier. The Company shall inform the previous allottee the date of re-allotment of the said Unit/Shop and also display this information on the official website of UP RERA on the date of re-allotment. That upon the cancellation of allotment as per this agreement to Sale either by Company or Allottee, the Allottee shall submit all the original documents i.e. agreement to Sale, payment receipts, Letters/demand letters and any other documents related to Unit/Shop along with bank account details for refund with each allottee's consent. If allottee fail to submit the above-mentioned documents, this delay shall not be considered on the part of Company and the Allottee undertakes that he/she shall not be entitled to claim any interest or compensation for said period from the Company.

## **7.6 COMPENSATION**

The Company 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 Company fails to complete or is unable to give possession of the [Unit/Shop] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a company on account of suspension or revocation of the registration under the Act; or for any other reason; the Company 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/Shop], with interest at the rate

Company

Signature of the Allottee(s)

Date:.....

Date:.....

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 Company 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/Shop], which shall be paid by the Company to the Allottee within forty-five days of it becoming due.

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

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

- (i) The Company has absolute, clear and marketable title with respect to the said Development Land; the requisite rights to carry out development upon the said Development Land and absolute, actual, physical and legal possession of the said Development Land for the Project;
- (ii) The Company has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) The details of encumbrances are attached in Schedule- \_\_\_\_ (Annexure Attached).
- (iv) There are no litigations pending before any Court of law with respect to the said Development Land, Project.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Development Land and Unit/Shop are valid and subsisting and have been obtained by following due process of law. Further, the Company has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Development Land, Building and Unit/Shop and common areas;
- (vi) The Company has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Company 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 Development Land, including the Project and the said Unit/Shop which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Company confirms that the Company is not restricted in any manner whatsoever from selling the said Unit/Shop to the Allottee in the manner contemplated in this Agreement;

Company

Date:.....

Signature of the Allottee(s)

Date:.....

- (ix) At the time of execution of the Sale deed the Company shall handover lawful, vacant, peaceful, physical possession of the Unit/Shop to the Allottee and the common areas to the Association of the Allottees as per applicable law;
- (x) The Development Land 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 Development Land;
- (xi) The Company 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/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), along with common area ( equipped with all the specifications, amenities and facilities) has been handed over to the allottee(s) 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, writ petition (including any notice for acquisition or requisition of the said Development Land) has been received by or served upon the Company in respect of the said Development Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) Company fails to provide ready to move in possession of the [Unit/Shop] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean the completion certificate/occupancy certificate/deemed completion/ deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) has been issued by the competent authority.
- (ii) Discontinuance of the Company's business as a company 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 Company under the conditions listed above a non-defaulting, Allottee is entitled to the following:

- (i) Stop making further payments to Company as demanded by the Company. If the Allottee stops making payments, the Company shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest;

**Company**

**Signature of the Allottee(s)**

**Date:.....**

**Date:.....**

or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Company shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit/Shop, 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 termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she shall be paid, the Company, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit/Shop, which shall be paid by the Company 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 Company 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 company 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 Company 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 Company in this regard, the Company may cancel the allotment of the [Unit/Shop] in favour of the Allottee and refund the money paid to him by the Allottee by deducting the earnest money and GST/Taxes deposited with the government and the interest liabilities and this Agreement shall thereupon stand terminated. The Company must not be in default to take this benefit; Provided that the Company shall intimate the Allottee about such termination at least thirty days prior to such termination.

## 10. SALE DEED OF THE SAID UNIT/SHOP

The Company, on receipt of Total Price of the [Unit/Shop] as per Clause 1.2 under the Agreement from the Allottee, shall execute a Sale deed and convey the title of the Unit/Shop together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) as the case may be, to the Allottee.

Provided that, in the absence of Applicable Law, the Sale deed in favour of the Allottee shall be carried out by the company within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. However, in case the

Company

Signature of the Allottee(s)

Date:.....

Date:.....

Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Company to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Company is made by the Allottee. No possession shall be given without paying stamp duty.

#### 11. MAINTENANCE OF THE SAID PROJECT/BUILDING/UNIT/SHOP

The Company shall be responsible to Provide and maintain essential services in the Project till the taking over of the Project by the association of Allottees upon the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable). However, if the Association of Allottees is not formed within 1 year of the completion certificate/occupancy certificate/deemed completion/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), the Company will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2+10% in lieu of price escalation every year for the purpose of the maintenance for next 1 year and so on.

The **Interest Free Maintenance Security (IFMS)** deposit is payable to the Company Rs. \_\_\_\_\_/-.

The amount of Interest Free Maintenance Security (IFMS) will be handed over to A.O.A. (Association of Allottees) at the time of handing over the maintenance and common area of the project after the deduction of security deposit or any other deposit with any other statutory authority which was deposited earlier by the company for electricity connection and further any work for the project.

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

#### 13. RIGHT TO ENTER THE UNIT/SHOPFOR REPAIRS

The Company/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the [Unit/Shop] or any part thereof, after due notice and during the normal working

Company

Signature of the Allottee(s)

Date:.....

Date:.....

hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### 14. USAGE

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

#### 15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/SHOP

- I. Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit/Shop 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/Shop], 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/Shop and keep the Unit/Shop, 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.
- II. 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 / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee 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 shall not store any hazardous or combustible goods in the Unit/Shop or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit/Shop.
- III. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Unit/Shop with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

#### 17. ADDITIONAL CONSTRUCTIONS

Company

Signature of the Allottee(s)

Date:.....

Date:.....

The Company undertakes that it has no right to make addition 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. COMPANY SHALL NOT MORTGAGE OR CREATE A CHARGE**

The company shall not mortgage or create a charge on the Unit/Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit/Shop.

**19. UTTAR PRADESH URBAN PLANNING AND DEVELOPMENT ACT, 1973**

The Company has assured the Allottees that the Project in its entirety is in accordance with the provisions of the Uttar Pradesh Urban Planning and Development Act, 1973. The Company showing compliance of as applicable in Uttar Pradesh.

**20. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the 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 and secondly appears for registration of the same before the concerned Sub-Registrar of Uttar Pradesh Awam Vikash Parishad, Ghaziabad as per authority as and when intimated by the Company. If the Allottee(s) fails to execute and deliver to the Company this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Company, then the Company shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the earnest money (after 10% deduction of total cost + GST/Taxes) 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 agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/Shop, as the case may be.

**22. RIGHT TO AMEND**

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

Company

Signature of the Allottee(s)

Date:.....

Date:.....

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Unit/Shop] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Unit/Shop], in case of a transfer, as the said obligations go along with the [Unit/Shop] for all intents and purposes.

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

24.1 The Company 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 Company in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other Allottee(s).

24.2 Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**27. FURTHER ASSURANCES**

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

**28. PLACE OF EXECUTION**

Company

Signature of the Allottee(s)

Date:.....

Date:.....

The execution of this Agreement shall be complete only upon its execution by the Company through its authorized signatory at the Company's Office, or at some other place, which may be mutually agreed between the Company and the Allottee, simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Uttar Pradesh AwasEvamVikashParishad at Ghaziabad as per rules of Parishad. Hence this Agreement shall be deemed to have been executed at Ghaziabad.

## 29. NOTICES

That all notices to be served on the Allottee and the Company as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Company by Registered Post at their Respective email specified below:

### **In case of Allottee**

\_\_\_\_\_ (Name of the Allottee)

R/O- \_\_\_\_\_

Email ID :- \_\_\_\_\_

WhatsApp Number :- \_\_\_\_\_

### **In case of Company**

U.P. TOWNSHIP INFRASTRUCTURE PVT.LTD.

**Gaurs Biz Park Plot No.-1, AbhayKhand-II, Indirapuram, Ghaziabad**

Email ID :- \_\_\_\_\_

It shall be the duty of the Allottee(s) to intimate the company by filing the requisite form and receiving proper acceptance receipt from the officer in-charge of any change in mailing communication address/email address or WhatsApp numbers 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/email or sent on WhatsApp numbers shall be deemed to have been received by the company or the Allottee, as the case may be. Information send on email or WhatsApp Numbers shall always be treated as received.

## 30. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Company to the Allottee whose name appears first and at the address or WhatsApp Number or E-mail ID given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

## 31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Unit/Shop, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit/Shop, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made there under.

Company

Signature of the Allottee(s)

Date:.....

Date:.....

**32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and Enforced in accordance with the laws of India for the time being in force.

**33. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee: (including joint buyers)**

(1) \_\_\_\_\_  
(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:  
SIGNED AND DELIVERED BY THE WITHIN NAMED

**Company:**

(1) \_\_\_\_\_  
(Authorized Signatory)

**WITNESSES:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SCHEDULE '\_\_\_' – PROJECT LAYOUT PLAN.**

**SCHEDULE '\_\_\_' – FLOOR PLAN FOR UNIT/SHOP.**

**Company**

**Date:.....**

**Signature of the Allottee(s)**

**Date:.....**

**SCHEDULE ' \_\_ ' - PARKING LAYOUT PLAN AND its DIMENSION.**

**SCHEDULE ` \_\_ ' - PAYMENT PLAN.**

**SCHEDULE ` \_\_ ' -ENCUMBRANCES.**

**Company**

**Date:.....**

**Signature of the Allottee(s)**

**Date:.....**