

AGREEMENT FOR SALE

This Agreement for Sale executed on this _____ day of _____, 2025, By and Between-

Kartikey Developers having its Registered Office at 402, Kalyan Garden, View Apartment, Sector -24, Indira Nagar, Lucknow, 22816, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Lucknow, (PAN No.- AAVFK9991K) (GSTIN No. 09AAVFK9 991KIZO, represented by its authorized Partner
R/O
(PAN No., Mob No.), hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

First Party/Promoter/Developer.

And

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

Second Party/Allottee

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

DEFINITIONS:

For the purpose of this Agreement for Sale/lease, unless the context otherwise requires,-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- (b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority
- (c) "Government" means the Government of Uttar Pradesh.
- (d) "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.

- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (f) "Section" means a section of the Act.
- (g) "Basic Infrastructure Work" shall mean the internal roads connecting to the public road, provisions of Sewer line/Water supply line/Electricity line/Storm water drains outside the said FLAT.
- (h) "Common Areas" includes the corridors, staircase, Lift, Parking area, internal roads, utility corridor, landscaping, greenery and green spaces to be provided by the DEVELOPER in the Project as per the sanctioned lay-out.
- (i) "Holding charges" means the charges towards guarding their said FLAT against encroachment/trespassing by the third party(s) and administrative expenses of the DEVELOPER to hold the said Unit, in case Allottee/s fails to take actual and physical possession of the said FLAT after expiry of 30 days from the date of offer of possession.
- (j) "Project" means Residential Group Housing developed by the DEVELOPER popularly known as "Metro City", developed/to be developed Araji No. 827, 828, 829, 835 Village- Ganeshpur, Pargana- Shivpur, Varanasi duly approved from Varanasi Development Authority.
- (k) "Earnest Money" means an amount equivalent to 10% of the Basic price of the said Unit.
- (l) "Preferential Location Charges" means Unit facing the Swimming Pool, Facing the Club, Facing the Green area.
- (m) "Preferential Floor Charges" means Unit on preference floor.
- (n) "Person" means any individual, Company, Corporation, partnership, Government or governmental authority or agency or any other legal entity.
- (o) "IFMS" means Lump Sum Maintenance Deposit/ Interest Free Maintenance Security.
- (p) "SUPER AREA" means built-up area plus proportionate common area.
- (q) "BUILT-UP AREA" means Constructed area of the sold FLAT.

WHEREAS:

- (A) "Gandhi Grih Nirman Sahkari Samiti Limited" registered office- S 12/9, Teliabagh, Piyaria Pokhari, Varanasi, U.P., a Society constituted for the purpose of developing Plot/Flat in Varanasi City and was registered under "Uttar Pradesh Co-operative Society Act 1965" having Reg. No. 2901 of the Year 1966 is the absolute and lawful owner of Arazi No. 827 (Area 0.2360 Hect.), 828 (Area 0.6472 Hect.) and 829 (Area 0.1390 Hect.), Total Three Gata's with Total Area 1.0222 Hectare situated at Mauza- Ganeshpur, Pargana- Shivpur, Tehsil Sadar, District Varanasi. Due to lack of knowledge of developing multistoried building and also of unavailability of required fund for it "Gandhi Grih Nirman Sahkari Samiti Limited" executed Developer Agreement dated 21.05.2022 to and in favour of First Party/Promoter/Developer "Kartikey Developers" for the development over 10222 Sq.Mtr. share of aforesaid Three Arazi's and the same was registered before sub registrar 4th Varanasi at Book No. 1 Volume No. 10590 Page No. 53 to 82 Doc. No. 3149 dated 21.05.2022. By the said Developer Agreement, the First Party/Promoter/Developer got rights to Sale/Lease etc. of their proportionate share.

Shri Lakshmi Prasad Rai S/O Phool Chandra Rai R/O S 12/9, Teliabagh, Piyaria Pokhari, Varanasi, U.P., is the absolute and lawful owner of Arazi No. 835 (Area 970 Sq.Mtr.) situated at Mauza- Ganeshpur, Pargana- Shivpur, Tehsil Sadar, District Varanasi. With a view to develop multistoried building over the aforesaid Arazi's, Lakshmi Prasad Rai executed Developer Agreement dated 21.05.2022 to and in favor of First Party/Promoter/Developer and the same was registered before sub registered 4th Varanasi at Book No. 1 Volume 10590 Page No. 25 to 52 Doc. No. 3148 dated 21.05.2022. By the said Developer Agreement the First Party/Promoter/Developer got rights to Sale/Lease etc. of their proportionate share.

- (B) By the above said Developer Agreement, First Party/Promoter/Developer got developer rights for the construction of multistoried building over Arazi No. 827, 828, 829 and 835 having total area of 11192 Sq.Mtr. situated at Mauza- Ganeshpur, Pargana- Shivpur, Tehsil Sadar, District Varanasi and First Party after obtaining No-Objection Certificate from various Government Department applied for the approval of layout plan, sanctioned plan, specifications of his project more specifically known as "Metro City" before Varanasi Development Authority (VDA) and the same was approved by VDA via Permit No. "Group Housing/04141/VDA/BP/21-22/0074/11112024".
- (C) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- (D) The Varanasi Development Authority has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration No. _____;
- (E) The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on _____ under registration No. _____;
- (F) The Second Party/ Allottee had applied for allotment of an apartment in the Project vide application No. ____ dated _____ and has been allotted apartment No. _ having Super Area of square meters (_____ square feet), type _____, on _ floor in [tower/block/building] No. _____ ("Building") along with garage/covered parking No. _____ admeasuring _____square meters (square feet) in the _____ as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules, 2016." and deed of declaration submitted before the concerned authority (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- (G) The Second Party/Allottee has/have been provided by the First Party all the relevant information, document, approval, permission, licence, plans, lay-out site map and such other credential with respect to the ownership, rights, interest, competency and the basics

infrastructure to be provided in the project. The Allottee has/have consented that he/she/they have examine the said documents, plan, site map etc. and is/are fully satisfied in all respect with regards to the rights, title and interest or the First Party/Promoter/Developer in the land on which the project is being developed and have understood all limitation and obligations of the First Party/Promoter/Developer in relation to the project.

- (H) The Second Party/Allottee has/have consented to the First Party/Promoter/Developer that it is to enter into this Agreement with full knowledge of all the laws, rules, regulations, notification etc. applicable to the project and in particular, of the terms and conditions of the allotment of the said flat issued by the First Party/Promoter/Developer and that he/she/they have clearly understood his/her/their rights, duties, responsibility, obligations under each and all of the clauses of the Agreement. The Second Party/Allottee has/have relied solely on his/her/their own judgment while deciding to execute this Agreement.
- (I) The First Party/Promoter/Developer is relying on the consent, representation and assurance of the Second Party/Allottee to faithfully abide by all the terms and conditions and stipulations content in this Agreement, has/have excepted, in good faith, it application to allot said flat in the Project on the terms and conditions appearing herein after.
- (J) It is only after Second Party/Allottee sign's and executes this Agreement and the allotment letter to be issued to the Second Party/Allottee simultaneously, the allotment shall become final and binding upon the First Party/Promoter/Developer. If however, the Second Party fail/s to execute and return one copy of this Agreement within 30 days from the date of its dispatch by the First Party/Promoter/Developer, then the allotment shall be treated as cancelled, only at the sole discretion of the First Party/Promoter/Developer and the earnest money (defined hereafter) paid by the Second Party/Allottee shall stand forfeited. Further this allotment shall be automatically cancelled, if the booking amount check is not realized on its presentation with Bank.
- (K) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed 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:

a. ALLOTMENT

i. The intending allottee(s) has/have applied to the DEVELOPER for the allotment of a FLAT no. _____ on _____ floor in Tower..... measuring aboutsq.ft. (Super Area) in the aforesaid group housing residential project "Metro City" at Araji- 827, 828, 829, 835 Village-Ganeshpur, Pargana- Shivpur, Tehsil- Sadar, District- Varanasi (herein referred to as a said project) more and fully described at the foot of this agreement, for a total sales consideration of Rs./- (Rupees ..-----) and other charges (as applicable, which are payable as and when demanded by the Developer) calculated on the basis of Super Area, which is understood to include pro rata share of the common areas in the Project as detailed in Annexure-C, with full knowledge and subject to all the

laws/notifications and rules applicable to the city of Varanasi in general which have been explained by the Developer and understood by him/her/them.

- ii. That the amount remitted by the Intending Allottee(s) along with the application form in favour of the Developer is only towards the request for allotment of a residential unit in his/her/their favour. The amount remitted is without any rights in favour of the intending Allottee against the Developer.
- iii. That I/We (Applicants) shall be liable / responsible for any payment made from any third party account and/ or any right created there from and the Developer shall have no liability in this regard.

b. PAYMENTS

- i. The Allottee has paid a sum of Rs. /- (Rupees.....) of the Sales Consideration of unit at the time of booking for the purchase of the said premises, the receipt of which the developer hereby acknowledge & the allottees agrees to pay the remaining sales consideration & all other charges as described in **Annexure C** of this Agreement & in manner indicated therein.
- ii. Timely payment as indicated in the payment plan is the essence of the allotment. If any installment/payment as per the schedule is not paid when it becomes due, the DEVELOPER will charge interest at the Bank Lending Rate not exceeding 18% per annum on the overdue balances for the delayed period. However, if the same remains in arrears for more than two consecutive months, the allotment will automatically stand cancelled without any prior intimation to the Allottee/s and the Allottee/s shall have no lien on the said Unit. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, without prejudice the developer 's rights as aforesaid, in exceptional and genuine circumstances, the DEVELOPER may, at its sole discretion, condone the delay in the payment exceeding two months by charging penal interest as mentioned above on the delayed amount for the delayed period along with restoration charges as per the DEVELOPER policy and restore the allotment of the said FLAT in case said FLAT has not been re-allotted to someone else. In such a situation, an alternate Unit, if available, may be offered in lieu of the same.
- iii. It is clarified that in the case of default, if part payment is received from Allottee/s, such payment will be first adjusted against the interest on delayed payment till date and then, sequentially against the earliest payment due. If after such adjustment, there still remains some default of more than 2 months, it will be a fit case for cancellation of the allotment.
- iv. The refund after deduction of the Earnest Money shall be out of the sale-proceed from the re-allotment of the said Unit. If for any reason, the re-allotment or the collection of the consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay from the Allottee/s.
- v. The Allottee/s understand/s and agree/s that in case he/she/they, at any time request for cancellation of the allotment of the said unit, the DEVELOPER shall have right at its sole discretion to accept/reject request for cancellation. It is further understood and agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money, and the balance, if any, will be refunded without any interest, claim etc. provided that the basic price of said FLAT (as applicable then), upon its re-allotment to any person is received. If for any reason, the re-allotment or the collection of the consideration out of such re- allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delayed period from the Allottee.

vi. In case, the Allottee/s want/s to avail a loan facility from his/her/their employer or financing body to facilitate the purchase of the said Unit, the DEVELOPER shall facilitate the purchaser subject to the following:

1. The terms of the financing body shall exclusively be binding and applicable upon the Allottee/s only.

2. The responsibility of getting the loan sanctioned and disbursed as per Developer's payment Schedule will rest exclusively on the Allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delay, the payment of the Developer, as per schedule, shall be ensured by the Allottee/s, failing which, the Allotment shall be governed by the time provisions contained in Clause C(2) as above.

3. In case of default in repayment of dues of the financial institution/ agency by the Allottee(s), the Allottee(s) authorize the Developer to cancel the allotment of the said Unit and repay the amount received till that date after deduction of 'Earnest Money' and interest on delayed payments directly to the financing institution/ agency on receipt of such request from financing agency without any reference to the Allottee(s)

vii. GST/ Service tax on construction/development of the Project /said FLAT will be charged separately and proportionally borne by the Allottee/s over and above Basic price.

viii. The electrification & meter charges etc. for supplying the electricity to the respective unit shall be borne by the Allottee/s.

ix. The fire fighting system will be provided in the Group Housing building as per the norms laid down by the competent / controlling authority. In addition, if due to subsequent legislation / Govt. order or directives or guidelines any further fire safety measures are undertaken the proportionate charges in respect thereof shall also be payable on demand by the intending allottee(s).

x. The documentation charges and other legal charges for the purposes of booking/allotment/execution and registration of the sale deed of the allotted shall be borne by the Allottee/s.

xi. Till such time as full payment of sale price/ other charges/dues/levies/taxes/ duties remain unpaid and physical possession is not taken, the intending allottee(s) covenants with the Developer that he/she/they shall have no objection to the Developer raising finance/loans/securities, from the financial institutions against receivable for the development / construction of his/her/their unit.

c. CONSTRUCTION OF UNIT

i. The completion of the said FLAT will be subject to Force Majeure Conditions (defined hereafter) and timely receipt of the entire cost & other payments as per the terms of the allotment. However, if the Allottee/s opt/s to pay in advance of schedule, suitable discount may be allowed but the completion schedule shall remain unaffected.

ii. In case, the said FLAT is omitted due to change in the plan or the DEVELOPER is unable to allot or handover the same to the Allottee/s for any reason, whatsoever, beyond its control, the DEVELOPER may offer an alternative Unit approximately of the same type/specification and in the event of non-acceptability by the Allottee/s or non-availability of alternative Unit, the DEVELOPER may refund only the actual amount received from the Allottee/s till then and shall not be liable to pay any damages/compensation or interest to the Allottee/s whatsoever. The Allottee/s irrevocably agrees not to raise any demand/claim against the DEVELOPER on account

of not providing the said FLAT or alternate Unit.

- iii. The Intending Allottee(s) has seen and accepted the plans and has applied for the allotment of the said Unit with the specific knowledge that the plans, designs, specifications, measurements, dimensions, location of the said Unit and/or said Building, floor plans and all other terms and conditions are tentative and are liable to change and any alteration, modification, revision, addition, deletion, substitution, increase/decrease of floors in a building, addition of another building/s in the project, increase/ decrease of project land area or recast is at the sole discretion of the Developer, as it may deem fit and also subject to changes/modifications by the Competent Authority.
- iv. The lay out plan in respect of the Project may be revised at the sole discretion of the DEVELOPER without any objection from the Allottee/s. The lay out plan may be revised due to technical, regulatory or any other reason as the DEVELOPER may deem fit, and if due to the said revision, the location, boundaries, super area of the said FLAT is changed, the DEVELOPER shall be liable only for cost adjustment arising out of super area variation as mentioned above and PLC adjustment.
- v. The specifications as shown in the specification sheet are indicative and that the DEVELOPER may on its own provide additional/better/suitable specifications and/or facilities other than those mentioned in the specifications sheet or sale brochures due to any reasons like technical reasons or overall betterment of the Project/said FLAT or reasons of non- availability.

d. POSSESSION

- i. That upon completion of construction of the said FLAT excluding Final Finishing (defined herein below), the DEVELOPER shall issue a written offer of possession /final demand notice (FDN) to the Allottee/s. "Final Finishing" means & include painting (internal & external), polishing, fixing of CP fitting, fixtures, fixing of flooring, cleaning etc. It is understood and agreed by the Allottee/s that the final finishing of the said FLAT will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.
- ii. The possession of the said FLAT will be given after execution of Transfer/Sale-deed, subject to Force Majeure Conditions and payment of all the amounts due and payable by the Allottee/s up to the date of such possession including IFMS (defined hereinafter) and stamp duty and other charges etc. to the Developer.
- iii. The Allottee/s has/have to make up to date payment of all dues within 30 days of written offer of possession. Further, the Allottee/s has/have to take possession of their said FLAT within 30 days of the written offer of possession (herein mentioned as "said period") from the DEVELOPER failing which, the said FLAT will be at the risk and cost of the Allottee/s. In other words, possession of the said FLAT shall become due on the date of expiry of said period (hereinafter referred to as "Possession Due Date"). The Allottee/s understand/s and agree/s that the IFMS (defined hereinafter), Holding charges, other charges etc., as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession whichever is earlier, whether or not the Allottee/s take/s possession of his/her/their Unit.
- iv. Upon the Allottee/s taking over the possession of the said Unit, the Allottee/s shall not raise any dispute and/or make any claim, whatsoever in respect of the said FLAT against the DEVELOPER and shall be entitled to the use and occupy the said FLAT for residential purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the

Allottee/s has/have cleared all dues and the sale/Transfer deed has been executed and registered in his/her/their favor.

- v. The Allottee/s agree/s and understand/s to sign the standard format of possession document/s, Maintenance Agreement etc. as and when called upon to sign by the DEVELOPER and shall abide by its terms and conditions. The Allottee/s shall pay the charges towards insurance, IFMS, stamp duty and other charges under various heads mentioned herein shall become due immediately.
- vi. The possession date of the said FLAT as agreed upon is only indicative and the DEVELOPER may offer possession before that, and in case of early possession, the balance installment/s and other charge/s under various heads mentioned herein shall become due immediately.
- vii. The Allottee/s shall pay in respect of his/her/their said FLAT all charges payable to various service provider by the DEVELOPER (as may be applicable) for obtaining service connections like electricity, telephone etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the DEVELOPER pays these similar charges in bulk to any public or private agency then, it shall be liable to recover the same on pro rata basis from the Allottee/s.
- viii. If the DEVELOPER provides infrastructure for Broad band, wi-fi, Telephone, Cable Wires etc., the DEVELOPER shall be entitled to recover the cost on pro rata basis from the Allottee/s.
- ix. The Developer shall endeavor to hand over the possession of the Unit to the intending allottee(s) within the agreed time period. If no time period is agreed, the standard time period of 42 months from the date of start of the construction of the Tower/Building shall apply provided each Installment is paid by the intending allottee(s) in time. However, an extension of 6 months after 42 months will be allowed to the Developer by the allottee(s) in case it is required by the Developer.
- x. In case the Developer is unable to handover the possession of the Unit to the allottee(s) within the time period detailed herein above, the Developer shall be liable to pay the allottee(s), after the due date, monthly rent calculated on the basis of annual rentals as per the Government rates for the area in which the said project is located.
- xi. The construction of the said FLAT is likely to be completed within the period as given in price list of commencement of construction of the particular Block in which the said FLAT is located with a grace period of 6 months subject to receipt of requisite building/revised building plans/other approvals & permissions from the concerned authorities. Force Majeure Conditions, restraints or restrictions from any Courts/authorities, non-availability of building materials, dispute with contractors/work force etc. and circumstances beyond the control of the DEVELOPER & also subject to timely payments by the Allottee/s in accordance with the terms hereinafter contained. No claim by way of damages/compensation shall lie against the DEVELOPER in case of delay in handing over of possession on account of the aforesaid reasons.

e. MAINTENANCE

- i. On completion of the structure work of said FLAT and/or offer of possession or Possession Due Date (defined hereinbefore) of said Unit, whichever is earlier.
- ii. On completion of the building/ allotted unit, until Possession Due Date, the DEVELOPER shall give offer of possession and shall intimate the amount to be deposited as Lump-sum Deposit (IFMS) proportionate to the super area of unit for the maintenance and upkeep of infrastructure installation like lifts, water supply, firefighting system etc. Maintenance of infrastructure

installation means cost of AMC & repairing of break downs, maintenance of common services and spaces of the complex like running of lift i.e. power consumption and cost of the liftman, supply of drinking water i.e. electric bill of water pumps and cost of pump operator, light in common areas (stairs) corridors, parking, parks etc. i.e. electric bills and replacement/repairing of minor defects, cost of sweeper, Gardner, security personnel's, maintenance of sewerage system or any other facility of common nature.

- iii. The IFMS shall be payable from the date of Possession Due Date or offer of possession, whichever is earlier, irrespective of fact whether possession of Unit has been taken over or not for an initial period of Months.
- iv. The Intending Allottee(s) upon completion of the said Unit agrees to enter into a separate maintenance agreement with any Association / Body of Unit owners or any other nominee/Agency/Association(s) or other Body (hereinafter referred to as 'the Maintenance Agency') as may be appointed/ nominated by the Developer from time to time for the maintenance and upkeep of the said Project/Colony and the Intending Allottee undertakes to pay all the maintenance bills as raised by the Maintenance Agency from the date of completion of unit/ offer for possession / actual possession/sale-deed, whichever is earlier irrespective whether the Intending Allottee is in occupation of the Unit or not. In addition to above the intending allottee shall deposit non-refundable (IFMS), calculated on Super Area of the Unit as the case may be, with the Developer or its nominated Agency as and when demanded by them.
- v. The Allottee(s) will neither himself do nor permit anything to be done which damages common areas / adjoining FLATS or violates the rules or bye-laws of the Local Authorities or the Association of the Allottee(s). The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Developer may recover the expenditure incurred in the rectification from the allottee(s) said Security along with liquidated damages equivalent to such amount incurred. In case said Security is insufficient to meet such expenditure or losses then the Developer shall be entitled to raise demand against it which shall be strictly payable by the allottee(s) within 30 days of such demand. However, in such an event Allottee(s) shall make further payment to maintain required balance of said Security as applicable. The Allottee(s) shall always keep the Developer and its representatives indemnified in this regard.
- vi. The Allottee(s) shall not put up any neon light, publicity or advertisement material, hanging of clothes etc. on the external facade of the building or anywhere on the exterior of the building or common areas in which his/her / their FLAT is, unless mutually agreed in writing.
- vii. The Allottee(s) shall use the said FLAT for lawful purpose and shall be free to let out the said FLAT to anyone of his own choice. It has specifically residential purpose and not for any commercial purpose.
- viii. It shall be incumbent on each Allottee to form and join a common Society comprising of the Allottee/s, for the maintenance and management of the Apartment/Block.
- ix. The Allottee/s or its nominee/s, agent/s, employee/s etc. shall at all time comply with the rules and regulations lay down by the DEVELOPER or its nominated maintenance Agency.
- x. The maintenance of said FLAT including walls and partitions, sewer, drains and pipes shall be exclusive responsibility of the Allottee/s from the date of possession or Possession Due Date, whichever is earlier.

f. TERMS OF VARANASI DEVELOPMENT AUTHORITY/OTHER COMPETANT AUTHORITES

- i. The Allottee/s shall pay to the DEVELOPER on demand, such amount which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, fee etc. of any nature whatsoever, by any local administration, State government, Central Government on the Project/ Unit or any construction carried thereon by virtue of notification or amendment in existing laws including any increase in the External Development Charges (EDC), Infrastructure Development Charges (IDC), water charges, water & sewer connection charges or levy of any additional charges payable to such authorities on any other taxation on pro rata basis.
- ii. The DEVELOPER shall be responsible for providing basic infrastructure work. However external services like water supply network, sewer, storm water drains, roads and electricity outside the Project to be connected to the internal services are to be provided by the competent authorities. The Allottee/s acknowledge/s that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh, other government authorities / competent authorities in the Project is beyond the control of the DEVELOPER and the Allottee/s agree/s not to raise any claim or dispute against the DEVELOPER in respect of the infrastructure facilities as aforesaid provided by the public agencies. The DEVELOPER has made it clear to the Allottee/s that the DEVELOPER shall not have any responsibility for the consequences of delayed or inadequate execution of the external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Project.

g. SALE-DEED/TRANSFER-DEED/DEED OF CONVEYANCE

- i. The execution of the Transfer-Deed/Sale-Deed/Deed of Conveyance shall be subject to up to date payment of the entire amount due and payable by the Allottee/s including IFMS and stamp-duty and other charges etc. to the Developer. The Allottee/s undertake/s to execute and get registered the transfer-deed/sale-deed/deed of conveyance in respect of the said FLAT within 30 days from the date of intimation by the DEVELOPER in writing, failing which, Allottee/s authorize/s the DEVELOPER to cancel the allotment and to forfeit the Earnest Money, delayed money interest, Holding Charges or any other dues etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-sale/re-allotment.
- ii. All charges, expenses, stamp-duty, registration fee and incidental expenses etc. towards transfer/sale/conveyance deed of the said FLAT at the rate as may be applicable on the date of execution and registration of the transfer/sale/conveyance deed including documentation will be borne by the Allottee/s exclusively.
- iii. Prior to execution of Sale/Transfer Deed, any interest/rights of allotment, as stipulated herein shall not be assigned by the Allottee/s in favour of any third party, save and except the Allottee has taken any loan from any financial institution/agency in lieu of the purchase of the said Unit, without taking Prior consent of the Developer. The DEVELOPER may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein on behalf of the Allottee/s up to date payment of dues under all various heads and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee/s to get the name of his/her/ their nominee substituted in his/her/ their place subject to such terms and

conditions and charges as the DEVELOPER may impose and on payment of such transfer fee (s) as may be prescribed by the Developer. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequence that may arise from such transfer /assignment /nominations. In the event of any imposition of executive instructions at any time after the date of allotment to restrict nomination/Transfer/assignment of the allotted said FLAT by any authority, the DEVELOPER will have to comply with the same and the Allottee/s has Specifically noted the same, If the Allottee/s is either a partnership firm or a Company it has also understood that the change in majority of proprietary interest in partnership firm/Company will require prior approval of the DEVELOPER and shall be subject to applicable transfer charges/processing fees/other charges as the DEVELOPER may impose and on payment of such transfer fee (s) as may be prescribed by the developer.

iv. Any liability aroused / imposed on the Developer by Government Authority / Third Party, due to transfer of unit will be payable by the Allottee(s) only.

v. For any subsequent transfer of the said FLAT by way of Sale or otherwise by the Allottee/s, after execution and registration of sale deed in his/her/their favor, the Allottee shall obtain "No Dues Certificate" from the DEVELOPER or the Maintenance Agency as per the Policy of the DEVELOPER and payment of such administrative charges as may be prescribed by the developer.

(h) INDEMNIFICATION:

The Allottee/s shall indemnify and keep the Developer, its agents, employee/s, representative/s, estate & effect indemnified and harmless against all actions, proceedings or any losses, costs charges, expenses, losses or damage or suffered by or caused to the developer, by the reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee/s and/or due to non-compliance with any rules, regulations, laws as may be laid down by any authority department/Government and/or non-payment of municipal taxes, charges and other outgoings in respect of the said FLAT. The Allottee/s agrees to pay such losses on demand that the DEVELOPER may or likely to suffer. This is in addition to any other right or remedy available to the developer.

(i) SEVERABILITY:

If any provision hereof shall be determined to be void or unenforceable under applicable laws/order/notification, such provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms & conditions of allotment and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable as applicable at the time of execution thereof.

(j) FORCE MAJEURE CONDITIONS:

The DEVELOPER shall not be held responsible or liable for not performing or delay in Performing any of its obligations as provided herein if such performance is prevented, delayed or hindered by any reason (s) which are beyond the control of the Developer/could not have been prevented or reasonable overcome by the DEVELOPER with the exercise of reasonable skill and care/does not rule from the negligence or misconduct of the DEVELOPER and materially and adversely effects the performance of any obligations hereunder including but not limited to non-availability of any building material due to market conditions or enemy action or natural calamities or Act of God or strike, lock out or decree, rule, regulations or otherwise revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any

other cases beyond control of the developer.

The Developer, as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment, or if the circumstances are beyond the control of the Developer, if so warrants, may suspend the scheme for such a period as it may consider expedient and no compensation of any nature, whatsoever can be claimed by the Allottee(s) for the period of suspension of the scheme.

(k) GENERAL TERMS AND CONDITIONS

- i. The address given in this application form shall be taken as final unless any subsequent change has been intimated. All demand notice, letters etc. posted at the address given in the application form and agreement shall be deemed to have been received by the Allottee/s.
- ii. The Allottee/s shall make the payment through the demand draft/cheque drawn in favor of the KARTIKEY DEVELOPER payable at Varanasi or as may be directed by the Developer.
- iii. That the intending Allottee(s) has intimated to the Developer that he/she/they has/have all the legal rights to own/ occupy property in India, on the basis of which this application has been submitted by him/her/them. In case the property goes out of possession of the intending Allottee(s) after its allotment, if any, or any liability/ damages are imposed due to the mis-statement of the intending Allottee(s) then only the intending Allottee(s) shall be responsible for the same without any liability of the Developer.
- iv. The Allottee/s shall not use or allow to be used the said FLAT for any purpose other than residence or any activity that may cause nuisance to other Allottee/s to the Project.
- v. The Allottee/s shall not be allowed to effect any change/alteration in the allotted Unit which may or likely to cause damages to the permanent structure of the complex, like beams, columns etc. The Allottee/s is also debarred to make any layout/location change in toilet/kitchen plumbing drawing and units of the other Allottee/s in the complex. The Allottee/s is/are not to make any change that may affect the façade of the building like making major change in the window, tempering with external treatment changing of wardrobes position etc. The Allottee/s is/are also debarred from making encroachments on the common space in the building.
- vi. The Allottee/s shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct/block the common areas, common amenities/facilities etc.
- vii. Upon the Allottee/s taking possession or after Possession Due Date of the said Unit, the Allottee/s shall have no claim against the DEVELOPER in respect of any item or work in the said FLAT or for any design. Area, specification, location, building material used for or any other reason whatsoever and he/she/they shall be entitled to the use and occupy the said FLAT for residential purpose without any interference but subject to the terms and conditions contained herein.
- viii. The Allottee/s agree/s and undertake/s that he/she/they shall, on taking possession or Possession Due Date of the said FLAT have no right to object to the DEVELOPER constructing in a reasonable manner adjoining the said Unit, the Allottee/s shall not object to any consequences of such increase in construction in the adjoining layout or increase/reduction in green area etc.
- ix. The DEVELOPER has made clear to the Allottee/s that it shall be carrying out extensive development/constructions activities for many year in future in the project and shall also be connecting/Linking. The amenities/facilities viz./electricity, water, sanitary/drainage system etc. of additional development/construction with the existing ones in the project. The Allottee/s has con

ed that he/she/they shall not make any objections or make any claim or defer any payment as demanded by the DEVELOPER on account of inconvenience, if any, which may be suffered by him/her /them due to such development /construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc. as above said.

- x. The Allottee/s shall get exclusive possession and title of the said FLAT along with allotted proportionate undivided share in land on which said block/Project is constructed herein through sale/transfer deed.
- xi. The Allottee/s agree/s and understand/s hat he/she/they shall not have any rights in any commercial shops, if any constructed in the Project, the DEVELOPER shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper. The Allottee/s shall have not any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, etc. to any persons and also in their operation and management.
- xii. The Allottee/s understand/s and agree/s that in case breach of any terms and conditions contained herein, then beside and without prejudice to Developer's rights available under these terms/under Law, the DEVELOPER shall have right to cancel the allotment of the said FLAT and forfeit the earnest Money. As a result of such cancellation, the refund, if any, subject to adjustment of dues under various heads as stipulated herein will be governed by the Developer's policy. Any alteration/s or addition in the terms and conditions herein without the prior consent/approval of the DEVELOPER shall render the alteration or addition null and void for all purposes.
- xiii. In the case there are joint intending allottee(s), all communication shall be sent by the Developer to the intending allottee(s) whose name appears first and at the address given by him/her/them which shall for all purpose be considered served on all the intending allottee(s) and no separate communication shall be necessary to the other named intending allottee(s) and the intending allottee(s) has agreed to this condition of the Developer.
- xiv. In case of NRI /person of Indian Origin Buyer, the observance of the provisions of the Foreign Exchange Management Act, 1999, reserve Bank of India Act and rules made there under of any statutory notification, amendments, modification made thereof agreed all other applicable law as may be prevailing including that of remittance of payment, sale/conveyance/transfer deed of immovable properties in India shall be the responsibilities of the Allottee/s. The Allottee/s understand/s and agree/s that in the event of failure of his/her/their part to comply with the applicable guide lines issued by Reserve bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The DEVELOPER accepts no responsibility in this regard.
- xv. The DEVELOPER sale-brochure, CD walk through, advertisement/s and other sales are purely conceptual and not a legal offering. Further the DEVELOPER reserves the right to add/delete/modify any such details/specifications. In the case of any conflict between the terms and conditions herein and the terms / specifications mentioned in Developer's sale-brochures/CD/walk through/advertisement (s)/ other sale-documents/application form, then the terms contained herein will prevail.
- xvi. The Allottee/s agree/s and undertake/s to pay the stamp duty and/or other incidental charges, if levied or imposed by any local administration, state Government/central Government or any other lawful authority on allotment certificate and agreement.

I/We have read through the procedure and indicative terms, Construction linked payment plan (enclosed here with) and terms and conditions above and declared to have complete understanding and accept the same and agree to be bound therewith, I/we have sought detailed explanation and clarification from DEVELOPER and the DEVELOPER has readily provided such explanation and clarification and after giving careful consideration to all facts, terms, conditions and representation made by the Developer, I/we have now accepted the same by signing agreement of terms and conditions and paid the monies thereof fully conscious of my/our liabilities and obligations including forfeitures of Earnest Money as may be imposed upon me/us.

SCHEDULE OF THE PROPERTY

Flat No. _____ Type Admeasuringsq. ft. only on.....Floor
 in Tower/Block developed/to be developed in

IN THE WITNESS WHEREOF the parties have set their hands on the _____ day, month and the _____ year herein first above written in full alert and sound mind without any duress or compulsion of any person.

In the presence of:

WITNESSES

FIRST PARTY

1.

SECOND PARTY

2.

ANNEXURES A

DESCRIPTION OF THE FLAT

NAME OF ALLOTTEES		
FLAT NO.		
TOWER		
FLOOR		
Flat Type		
FLAT-SUPER AREA		
PARKING (Open/Covered)		
BOUNDARY OF FLAT	EAST	
	WEST	

	NORTH	
	SOUTH	

ANNEXURE B
FLOOR PLAN AND FLAT LAYOUT

.....

ANNEXURE C
PAYMENT SCHEDULE

S.NO.	PARTICULARS	DATE	AMOUNT