

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ (Date) day of _____
(Month), 20 ____,

By and Between

Ozone Builders and Developers Private Limited (CIN No. U70101DL2005PTC139612), a company incorporated under the provisions of the Companies Act 1956, having its registered office at Flat No. 57, Front Portion, Fourth Floor, Pocket C DDA, Sector B-2, Narela, New Delhi – 110 040 and its corporate office at Ozone Club, Ozone City, Aligarh, Uttar Pradesh (PAN – AAACO7666F), represented by its authorized signatory Mr. Paveen Mangla (Aadhar No. 9244 1255 7577) authorized vide board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor-in-interest and permitted assigns).

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principle place of business at _____
(PAN _____), represented by its authorized Partner _____ (Aadhar No. _____) authorized vide _____ hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is HUF]

Mr./Ms. _____ (Aadhar No. _____) Son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/ residence at _____ (PAN _____) hereinafter referred to as the "**Allottee**", (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of said HUF and their respective heirs, executors, administrators, and permitted assignees).

The Promoter and the Allottee shall hereinafter collectively be referred to as "**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) 'Exclusive Balcony/ Verandah/ Open Terrace Area' (EBVT) shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 5 per cent on account of structural, design and construction variances.
- (h) Words importing the singular shall include plural and vice versa;
- (i) (All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;
- (j) (The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears;
- (k) References to "Rupees" and "Rs." are references to the lawful currency of India;

WHEREAS:

- A. The Promoter is the absolute and lawful owner of Khasra No. 77 and 88 totally admeasuring 4148.89 square meters situated at Village Yakutpur in Tehsil Koil & District Aligarh ("Said Land") vide sale / lease deed registered in the office of sub-Registrar Koil in book no 1, Volume 12200 at pages 359 – 378 as documents no. 17418 on dated 19.12.2024, book no 1, Volume 9453 at pages 25 - 70 as documents no. 6587 on dated 24.05.2012, book no 1, Volume 9414 at pages 217 - 258 as documents no. 75887 on dated 10.05.2012, book no 1, Volume 5736 at pages 217 - 258 as documents no. 7500 on dated 16.10.2007 and book no 1, Volume 9002 at pages 377 - 404 as documents no. 13404 on dated 26.11.2011.
- B. The Said Land is earmarked for the purpose of Building/ Apartment development of a residential project comprising residential & commercial Apartment/Building and the said project shall be known as 'SAMSARA STUDIO APARTMENT PHASE IV' ("Project"):
- Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;
- 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 Aligarh Development Authority has granted the commencement certificate to develop the Project vide approval dated 14.06.2024 bearing permit number “*Housing/02085/AGDA/BP/23-24/0291/27102023*”
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the Building/Apartment from Aligarh Development Authority. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws applicable;
- F. The Promoter has registered the Project under the provisions of the Act with Uttar Pradesh Real Estate Regulatory Authority at Lucknow on _____ under registration No. _____
- G. The Allottee had applied for a Building/Apartment in the Project vide application no. _____ dated _____ and has been allotted Residential/Apartment Unit/ Flat no. _____ having area of _____ square meters (_____ square yards; _____ square feet) Type _____ (hereinafter referred to as the " Apartment/Building" more particularly described in Schedule-A).
- H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project;
- J. 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;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Building/Apartment as specified in Para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. **TERMS:**

1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment/Building as specified in para G i.e.,

Residential / Apartment / Flat no. _____ having area of _____ square meters (_____ square yards; _____ square feet) Type _____, fully described in Schedule A.

1.1.2 Both the parties confirm that they have read and understood the provisions of section-14 of the RERA Act 2016.

1.2 The Total Price for the Apartment/ Flat is Rs. _____ (Rupees _____ only ("Total Price")), as per following break up:

	Head of Charge	:	Consideration		GST (as per rate prevailing on date of agreement)	
			Rate	Amount (Rs.)	Rate	Amount (Rs.)
(i)	Basic Sale Price (BSP) (Rates are Per Square Meter)	:				
(ii)	Maintenance Charges for a period of one year from the date of offer of possession	:				
(iii)	Other charges, if any	:				
(iv)	Total Price (in Rupees), payable by allottee (Inclusive of Tax at rate prevailing on date of agreement)	:				
(vi)	Rate Per Square Meter (in Rupees) (Inclusive of Tax at rate prevailing on date of agreement)	:				

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the

Promoter towards the Building/ Apartment;

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the development of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment/Building 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:

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within, the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/Building includes recovery of price of land, development not only of the Apartment but also the Roads, Parks, Open Areas, cost of providing electrical, water and sewage infrastructure in the Project, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.
- (v) Stamp Duty & Registration Charges as may be applicable on execution and registration of Conveyance Deed as well as expenses/charges for availing utility connections (like electricity, water and sewage) in the Apartment/Building will be payable extra by the allottee.

- 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 fee payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect

along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments:

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

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and amenities described herein at Schedule 'D' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/Building as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

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

1.6 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Building as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment/Building;
- (ii) That the computation of the price of the Apartment includes recovery of price of land, development not only of the Flat/Unit but also the Roads, Open Areas, cost of providing electrical, water and sewage infrastructure in the Project, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project
- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be.

1.7 It is made clear by the Promoter and the Allottee agrees that the Apartment/Flat shall be treated as a single indivisible unit for all purposes. It is agreed that the Project and its facilities & infrastructure shall be linked/combined/integrated with any other project(s) in its vicinity.

1.8 The Promoter agrees to pay all outgoings before transferring the physical

possession of the Apartment/Flat to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment/Flat to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.9 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount [i.e., 10% of the total consideration mentioned in para 1.2, above] being part payment towards the Total Price of the Apartment/Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "OZONE BUILDERS AND DEVELOPERS Private Limited Collection Account For SAMSARA STUDIO APARTMENTS PHASE-IV" payable at Noida sector 18.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and

Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer/Will/Probate of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/Building to the Allottee.

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

6. DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Building and accepted the layout plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the law/competent authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/BUILDING:

7.1 Schedule for possession of the said Apartment/Building - The Promoter agrees and understands that timely delivery of possession of the Apartment/Building to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment/Building along with infrastructure of roads, electricity, water and sewage in the Project ready and in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Building:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the

completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Apartment/Building, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable):

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

7.3 Failure of Allottee to take Possession of Apartment/Building - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment/Building from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Building to the Allottee. . In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay to the promoter holding charges at the rate of Re. 1/- (Rupee One) per month per sq. ft. of Apartment/Building area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2.

7.4 Possession by the Allottee - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment/Building to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law:

Provided that, in the absence of any Applicable Law, the Promoter shall handover the necessary documents and plans to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable).

7.5 Cancellation by Allottee - The Allottee shall have the right to

cancel/withdraw his allotment in the Project as provided in the Act:

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

- 7.6 **Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment/Building (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the 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/Building, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) The Project Land (i.e., the Said Land) has been/shall be mortgaged with The Karnataka Bank Limited.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment/Building;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Building are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land and Apartment/Building.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Building which shall, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Building to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Building to the Allottee;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate/occupancy certificate (as applicable)

has been issued and possession of Apartment/Building;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide possession of the Apartment/Building to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above a non defaulting Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment/Building, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/Building, which

shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

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

10. CONVEYANCE OF THE SAID APARTMENT/BUILDING:

The Promoter, on receipt of Total Price of the Apartment/Building as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment/Building within 3 months from the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the Allottee:

Provided that, in the absence of Applicable Law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable). 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 Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE PROJECT:

The Promoter shall be responsible to Provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for 1(one) year from the date of completion certificate has been included in the Total Price of the Apartment/Building.

However, if the Association of Allottees is not formed within 1 year of the completion certificate the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2 +10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.

12. DEFECT LIABILITY:

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

13. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/BUILDING:

Subject to Para 12 above, the Allottee shall, after taking possession of the Said Apartment/Building be solely responsible for constructing house building thereon and maintain the same at his/her own cost, in good repair and condition.

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

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

15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force,

such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Building.

16. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar at Aligarh as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

17. 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/Building.

18. RIGHT TO AMEND:

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

19. 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/Building and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment/Building, in case of a transfer, as the said obligations go along with the Apartment/Building for all intents and purposes.

20. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

21. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the Applicable 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.

22. 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 area of the Apartment/Building bears to the total area of all the Apartment/Building in the Project.

23. 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.

24. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the

Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Aligarh. Hence this Agreement shall be deemed to have been executed at Aligarh.

25. NOTICES:

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

Name of Allottee: As stated above

Allottee Address: As stated above

Promoter name: Ozone Builders and Developers Private Limited

Promoter Address: Ozone Club, Ozone City, Aligarh

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

26. JOINT ALLOTTEES:

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

27. SAVINGS:

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

28. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed_ and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws of India for the time

being in force.

29. 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 through the adjudicating officer appointed under the Act.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter: Ozone Builders & Developers Private Limited

(1) Signature _____
Name _____
Address _____

At Aligarh on date first mentioned above in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

Schedule A
(Description of Apartment)

Residential Apartment/ Flat/ Unit no. _____ having area of _____ square meters (_____ square yards; _____ square feet) Type _____, situated in Residential Colony named "Samsara Studio Apartment Phase IV" being developed at Khasra No. 74 and 88, Village Yakutpur, Tehsil Koil, Aligarh, UP.

Schedule B
(Layout Plan of the Project)

Schedule C
(Payment Plan)

Schedule D
(Specifications & amenities of the Project)