

Sale Agreement

This agreement of sale is made and executed on this 30th DAY of Jan, 2024. Between OPPORTUNE ASSOCIATES Pvt. Ltd., having its office at Sector 6, Gomtinagar Extension, Baghamau Lucknow a Company incorporated under the company's act 1956 represented through its authorised person Mr. Mohammad Shahzeb, hereinafter called (Party No-1) of the First Party.

And

Mr. _____

Add:- _____,

_____.

here in after called (Party No.-2) of the Second Part on the terms and conditions mentioned therein:- The above site is now popularly known as "CRYSTAL MAYBERRY" The Party No. 1 is propose to build a housing complex on the aforementioned land and have obtain the requisite approval/ permission for the same from the prescribed authority.

The Party No. 2 after inspecting this site and relevant papers and approvals for builders the housing complex has agreed to purchase a Unit No _____ having Super Area _____ Sq.Ft. in the "CRYSTAL MAYBERRY" after signing the application form and depositing the booking amount.

Now this agreement witnesses as follows:-

1. The Party No. 1 will sell the aforesaid flat on the sale consideration of Rs. _____ Inclusive to Party No. 2 and the Party No. 2 will purchase the said flat as per the aforesaid sale consideration amount. The detail of Unit to be sold is as hereunder.

Unit Details

Unit No – : _____
Type – : _____
Super Area : _____
Car Parking : _____
Basic Sale Price ("BSP") : _____

Booking Amount:- Rs- _____.

Balance: Rs- _____.

1. Payment Plan:

The Allottee(s) shall pay the balance amount of the Consideration in accordance with the Payment Plan. In the event Allottee(s) fails to pay the balance Consideration or in the event of any delay in payment of any instalment and/or other charges. In accordance with the Payment Plan, the Allottee(s) shall be liable to pay interest calculated from the due date of outstanding amount @24% per annum compounded quarterly.

2. Time is Essence:

That the timely payment of each instalment and other charges shall be the essence of this agreement. It shall be incumbent on the Allottee(s) to comply with terms of payment and/or other terms and conditions of allotment as stipulated herein.

3. Adjustment of installment

The Developer shall have the right to adjust the instalment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Sale Consideration.

4. Failure/Delay in Payment:

Timely payment of instalments and other dues pertaining to the Unit is the essence of the terms of the booking/allotment. **Penal interest @ 24% P.A.** shall be payable by the applicant(s) in case of failure to pay the instalments and other dues by due dates. However, if payment is not received within 90 days from the due date of unpaid instalment/ payment or in the event of breach of any of the terms and conditions of this allotment by the applicant(s), the allotment will be cancelled and the applicant's amount of earnest money/booking amount paid to the Company will be forfeited. The balance amount shall be refundable to the applicant(s) without any interest only after giving necessary required documents demanded by the company.

However If the Allottee(s) is desire for the Cancellation of his/her allotment for whatsoever may be the reasons, then the total amount paid by the applicant will be refunded after deducting 10% of the Basic Consideration Price (BCP) amount as penalty, [Agreed by the applicant(s)].

Calculation of Consideration

That the Consideration for the aforesaid Apartment is calculated on the basis of Super Area as defined in Para above.

5. Preferential Location :

That Developer apart from basic price shall charge/fix Preferential Location Charges (PLC) for certain apartment in the Complex and if Allottee(s) opts for booking of any such apartment, he/she shall be liable to pay such charges referred to as Preferential Location Charges (PLC)

7. FACILITY MAINTAINENCE

On the Facility becoming functional, keeping in the view the general requirements of the members, the quantum of facilities available inside the premises, the Allottee(s) shall pay charges as prescribed from time to time for the mentainence and also abide by rules and regulations formulated by the Developer for proper management.

8. Payment of Charges and Costs :

- i. All costs, charges and expenses payable on all instruments and deed to be executed in favors of the Allottee(s), including Sale Deed, registration charges and other related charges shall be borne and paid by the Allottee(s). However, it shall be obligation and responsibility of the Allottee(s) to register, Sale Deed with respect to allotment of the Apartment in favors of the Allottee(s) at the cost and expense of the Allottee(s).
- ii. Further, if there is any additional levy, tax or charge of any kind attributable to the Apartment, as a consequence of any order of Government/ Statutory or other Local Authority, the same is applicable, shall also be payable by the Allottee(s), on pro-rata basis.
- iii. That the Allottee(s) shall be provided with one no. of Car Parking space for exclusive use in the said Complex but the Allottee(s) shall not have any ownership rights over the parking space allotted to him/her. It shall be a right to use only, which shall stand automatically transferred along with the transfer of Apartment. The user rights of one more car parking can be purchase by the allottee on specific cost.

MAINTENANCE

9. Maintenance Agreements :

That the Allottee(s) shall enter into a separate Maintenance Agreement with the maintenance agency appointed or nominated by the Developer for the maintenance of the common areas of the Complex. In addition, Sinking fund will be created and will be paid extra by the Allottee(s) for replacement, refurbishing, major repairs of the plants and equipment etc., installed in the Complex or towards any unforeseen occurrence in future. The Allottee(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.

10. Scope of Maintenance :

That the scope of maintenance and general upkeep of various common service within the building shall broadly include Operation and Maintenance of Lifts, Operation and Maintenance of Generators including Diesel, Maintenance of Fire Fighting System, Garbage disposal & upkeep of common areas, Water supply, Sewerage system, Common area lighting. The Service outside the Apartment but within the Complex shall broadly include Maintenance and up keep internal roads, pathways, boundary walls/fencing, Horticulture, Drainage System, Street Lighting, Water Supply, General watch and ward within the Complex. The Allottee(s) shall and hereby undertakes to enter into a Maintenance Agreement with the Maintenance Agency prior to taking possession of the Apartment.

11. Watch and Ward arrangement :

The general watch and ward arrangement are proposed to be provided in Complex. Accordingly, the Developer/Maintenance Agency shall have a free hand to restrict the entry of an outsider into the Complex. Provision of such watch and ward service would not create any liability of any kind upon the Developer/Maintenance Agency for any mishap caused by any miscreant.

12. Internal Maintenance/Insurance :

That it is understood by the Allottee(s) that the internal maintenance of the Apartment and also its insurance shall always remain the responsibility of the Allottee(s).

POSSESSION OF APARTMENT

13. Possession :

- i. That the possession of apartment is proposed to be delivered by the Developer to the Allottee(s) after 6 months of signing this agreement with an additional 6 months extension period, and subject to Force Majeure circumstances beyond the control of the Developer, and upon registration of Sale Deed provided all amounts due and payable by the Allottee(s) as provided herein have been paid to the Developer. It is, however, understood, between the Parties that various Towers comprised in the Complex shall be ready and completed in phases and handed over, accordingly.
- ii. The Developer shall be entitle to reasonable extension in delivery of the Possession of Apartment in the event of any default or negligence attributable to the Allottee(s)'s fulfillment of Terms & Conditions contained herein.

14. Notice for Possession of Apartment :

That the Developer shall give notice to the Allottee(s) about the date on which the Developer would be affecting Possession of Apartment to the Allottee(s). The Allottee(s) shall himself or through its attorney take delivery of the Apartment within 30 days from the issuance of final notice of possession. In the event the Allottee(s) fails to accept and take over delivery of the Apartment within such time as may be notified in the notice, the delivery of the Apartment shall be deemed to have been taken by the Allottee(s) on the date indicated in the notice. Upon taking over the delivery of the Apartment, the Allottee(s) shall not be entitled to put forward any claim against the

Developer in respect of any item if work in the said Apartment which may be alleged not to have been carried out or completed for any reason what so ever and the maintenance charges shall start applicable on him/her.

15. Holding Charges :

- i. That if Allottee(s) fails or neglects to take delivery of the Apartment within 30 days from the date of final notice issued by the Developer, the Allottee(s) shall be liable to pay holding charges of Rs. 5/- per sq. ft. per month of Super Area for the period the allottee(s) does not take actual physical delivery of the Apartment. The holding charges shall be in addition to the amount payable by the Allottee(s) as his/their share of the Government of Municipal Taxes. Maintenance or other Administrative Charges, on a proportionate basis, as determined by the Developer or the Maintenance Agency, until the Allottee(s) has taken actual physical delivery.
- ii. That the Developer would pay charges @ Rs. 5/- per sq.ft. per month of Super Area for the period of delay in offering the delivery of the said Apartment beyond the period indicates in clause, save and except as for reasons beyond the reasonable control of the Developer and Force Majeure events. These Charges would be adjusted the time of Final Notice for Possession.

16. Default :

In case of Company is forced to abandon the Project for any reason whatsoever, the Company's liability shall be limited to the refund of the amount paid by the applicant(s) without any interest or compensation within six months from the date of happening of such eventuality.

RIGHTS AND OBLIGATIONS OF THE ALLOTTEE(S)

17. Fire Safety :

That at present the fire safety measures in the Complex and the Apartment has been provided as per existing Fire Safety Norms. If, however due to any subsequent Central or Local legislation(s) Government/orders or directives or guidelines or the Government it becomes obligatory on the Developer to undertake additional fire safety measures, it is consented by the Allottee(s) that he/she shall be liable to pay proportionate charge in respect thereof.

18. Express Rights :

That save and except in respect of the Apartment to be allotted to the Allottee(s), the Allottee(s) shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over or in respect of Complex, open spaces and all or any the common areas and the basement of the Complex.

19. Common Area Possession :

That the possession of the common areas shall remain with the Developer who shall through the Maintenance Agency appointed by its supervise the maintenance and upkeep of the same.

20. Entry Regulations :

It is in the interest of the Allottee(s) to help the Maintenance Agency in effectively keeping the Apartment and the Complex secured in all ways. For the purpose of security, the maintenance agency shall be free to restrict and regulate the entry of visitors into the Complex.

21. Nuisance and annoyance :

That the Allottee(s) shall not use the Apartment for such activities, as are likely to be of nuisance, annoyance or disturbance to other occupants of the Complex or those activities which are against law or any directive of the Government or the local authority.

22. Permitted Use :

The Allottee(s) shall always use the Apartment for residence and shall not store any goods of hazardous or combustible nature or which may cause damage to the structure and/or the assets of other occupants in the Complex. The Allottee(s) shall not use the Apartment for any activity apart from residence and shall not use the Apartment for any immoral or illegal activity otherwise the allotment/Sale deed shall stand cancel and the possession of apartment will revert back to developer.

23. Internal Security :

It is expressly understood that the internal security of the Apartment shall be the sole responsibility of the Allottee(s).

24. Apartment's Interior Maintenance & Insurance :

That the Allottee(s) shall carry out the maintenance and interiors of the Apartments at its own cost. The insurance of the Apartment as well as the interior of the apartment shall be responsibility of the Allottee(s) and the Developer shall not in any case be held liable for any damage or loss occurred on account of any negligence or omission of the Allottee(s) or any act caused/occasioned/occurred by any third party.

25. Signage :

That the Allottee(s) shall not display any name, number & address, signboard, advertisement material, etc. on the external facade of the Apartment/Tower in the Complex and shall not close the balcony by putting the grill or anything that disturbs the building facade.

26. Compliance of laws :

That the allottee(s) shall abide by the laws of land including the local laws and directions of the statutory authorities and terms and conditions of the sale deed in case any penalty or fine is imposed by any government/statutory or other local authority for violation of any law by the Allottee(s), the same shall be paid by the Allottee(s).

27. Taxes and Levies :

- i That all taxes, levies, assessments, demands or charges levied or leviable in future on the land or the building or any part of the Complex shall be borne and paid by the Allottee(s) in proportion to the area of Apartment.
- ii That the Allottee(s) if an income tax assessed, shall furnish his/her Permanent Account Number (PAN) or Form 60/61.

Alteration in the Apartment :

- i. That the Allottee(s) shall not make any such additions or alterations in the Apartment so as to cause blockage or interruption in the common areas and facilities within Complex and/Or to cause any structural damage or encroachment to the structure or the building(s) in the complex.
- ii. That the Allottee(s) shall not demolish any structure of the Apartment or any portion of the Same or cause to make any new construction in the Apartment without the prior approval and consent of the Developer in writing. The Allottee(s) however undertakes that he/she/they shall not divide-sub-divide the Apartment in any manner. The Allottee(s) shall not change the color and facade of outer force of the building.

28. Change of Nominee(s) :

That the Allottee(s) is entitled to get the name of his/her nominee substituted in his/her place, with prior approval of the Developer, provided that the Allottee(s) has paid at least 20% of the total
Allottee **6** **Developer**

Consideration or cleared all his/her dues till that date to the Developer, who may in its discretion permit the same on such conditions as it may deem fit and proper keeping in view the guidelines issued by the Local Authorities, if any, in this regard.

That the Allottee(s) shall not evacuate, transfer, sale or part with the possession of the Apartment without taking 'No Dues Certificate' from the maintenance agency appointed by the Developer and N.O.C. from the developer.

29. U.P. Apartment Ownership Act :

That the Allottee(s) undertakes to abide by all the laws, rules and regulations and the terms and conditions of the Sale Deed dated 28 March 2007 Government Order including U.P. Apartment Ownership Act or any other laws applicable earlier or made applicable hereafter to the said Apartment/Complex.

30. Registration of Address

That in case of Joint Allotment, all communications demand notices etc. shall be sent by the Developer to the Allottee(s) whose name appears first and the address given by them which shall for all purposes be considered as served on all the Allottee(s) and no separate communication shall be sent to the other named Allottee(s). It shall be the responsibility of the Allottee(s) to inform the Developer by Registered post and E-mail about all subsequent changes in his address. If any, failing which all demands notices and letters posted at the earlier register or address will be deemed to have been received by them at the time when those should ordinarily reach such address.

31. Further Papers, Application, Declaration etc.

That the Allottee(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers, as required, in pursuance to this transaction and do all the acts, deeds and things as the Developer may require for safeguarding the interests of the Developer and other Apartment Owner's in the Complex.

REPRESENTATIONS AND OBLIGATIONS OF THE DEVELOPER

- i. The Developer undertakes to allow the Allottee(s) to hold use and enjoy the Apartment and every part thereof without creating an unreasonable interruption either by itself or by any person or persons claiming under, for or on its behalf.
- ii. That in case the Allottee(s) wants to avail of a loan facility from its employer or financing bodies to facilitate the purchase of the Apartment applied for, the Developer shall facilitate the process subject to the following.
- iii. The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- iv. The responsibility of getting the loan sanctioned and disbursed as per the 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, the payment to the Developer shall not be delayed.
- v. The Developer has the right to raise finance from any Bank/Financial Institution/Body Corporate and for this purpose create equitable mortgage of the "Said Land" in favor of one or more of such institutions and for such an act the Allottee(s) shall not have any objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of such charge during the construction/development of the Complex. Notwithstanding the foregoing, the

Developer shall ensure to have any such charge, if create, vacated on completion of the Project/ Complex or before execution of the document as contemplated in herein below.

INDEMNITY

That the Allottee(s) shall abide by the terms and conditions of the Allotment and the applicable laws and if there be any contravention or non-compliance of any of the provisions of the Agreement, the Allottee(s) shall be liable for such act. If any loss is occasioned due to the act of the Allottee(s) , the Allottee(s) shall indemnify the Developer for such act, which has occasioned the loss.

GENERAL

34. Force Majeure :

In case the completion of the Apartment is delayed for reason of “Force Majeure” or circumstances beyond the control of the Developer or because of any notice or order of the government, including lockdown, slow down strike, civil commotion or by reason of war, enemy or terrorist action or act of God, delay in grant of Completion/Possession Certificate by the Government and/or any other public competent authority for any reason beyond the control of the Developer, the Developer shall be entitled to a reasonable extension of time in the agreed date for delivery of possession the Apartment

35. Execution of Sale Deed :

That the Developer shall execute the appropriate documents/sale deed on the format approved by the Builder and cause it to be registered in favor of Allottee(s) of the full consideration and/or other dues or charges mentioned herein. That all expenses towards execution of Documents/and statutory charges, stamp duty, registration expenses, miscellaneous or other additional charges, if any payable under law or demanded by any authority shall be paid by the Allottee(s).

FEMA

That the Allottee(s), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA), and any other guidelines of RBI and/or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Allottee(s) shall also furnish the required declaration to the Developer on the prescribed format, if necessary.

BREACH

If the Allottee(s) fail to perform or observe al or any of the stipulations contained herein, the Developer shall have the right to cancel the Allotment and Earnest/Registration Amount along with the accrued interest on delayed payment till the time of breach, if any, shall be retained by the Developer.

APPLICABLE LAW AND JURISDICTION

Since the Apartment hereof allotted shall fall in the jurisdiction of Lucknow only, the courts at Lucknow shall have jurisdiction to adjudicate any dispute arising under or in correction with this agreement

ARBITRATION

- i. All disputes differences arising out of, or in connection with or in relation to this transaction, shall be mutually discussed and settled between the parties.
- ii. All disputes differences arising out of, or in connection with or in relation to this transaction, which cannot be amicably settled, shall be finally decided by arbitration in accordance with the

provisions of the Arbitration and Conciliation Act, 1996. Arbitration as aforesaid be a domestic arbitration under the Applicable Laws

- iii. The developer/company shall be solely authorised to appoint the sole arbitrator, and both parties shall accept the appointment of the same.
- iv. The venue of arbitration shall be at Lucknow and the Award of the Arbitrator(s) shall be rendered in English.
- v. This agreement is being signed while both parties are in full control of their mental faculties, fully understanding that it is a legal document and are signing it without any fault, fear or pressure from any person so as to have a record legally with their full consciousness which shall be binding upon them and their respective legal successors in interest.

**For and on behalf of M/s OPPORTUNE ASSOCIATES Pvt. Ltd. I/we hereby accept
the allotment
On the terms and conditions mentioned
Herein above.**

**Authorized Signatory
(COMPANY)**

ALLOTTEE(S)

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WITNESSES :

- 1.
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- 2.
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Dated :

Place : Lucknow