

Proforma of the Agreement for Sale and is being submitted for RERA REGISTRATION PURPOSE. This draft may be changed later to be in conformity with the applicable laws and such amendments, enactments, modification including orders, regulations, circulars and notifications issued thereunder from time to time and according to additional terms and conditions agreed upon with the allottee.

**Sale Consideration** : Rs. \_\_\_\_\_/-  
**Market Value** : Rs. \_\_\_\_\_/-  
**Stamp Duty** : Rs. \_\_\_\_\_/-

**DETAILS OF INSTRUMENT IN SHORT**

<b>A</b>	Nature of Property	:	Residential/Commercial
<b>B</b>	Ward/Pargana	:	
<b>C</b>	Village/Mohalla	:	
<b>D</b>	Details of Property	:	Plots/ Villas/ Commercial/ Flats/ Apartments/ School situated in Block___ in the Project known as “_____” ( <b>Plots/ Villas/ Commercial/ Flats/ Apartments/ School</b> ) ”BY _____ situated near _____, _____, _____
<b>E</b>	Standard of measurement	:	Sq. meters
<b>F</b>	Location Road	:	
<b>G</b>	Type of Property	:	Plots/ Villas/ Commercial/ Flats/ Apartments/ School
<b>H</b>	Land Area of Property	:	_____ Sq. Meters
<b>I</b>	Boundaries	:	EAST : WEST : NORTH : SOUTH :
<b>J</b>	<b>Details of SELLER</b>	:	<b>Details of PURCHASER</b>

## AGREEMENT FOR SALE

This AGREEMENT FOR SALE (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time} is executed on this .....day of ....., 2025

### By and Between

M/s \_\_\_\_\_ (CIN no. \_\_\_\_\_), 20 a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_ and its corporate office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory (\_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ (Aadhar No. \_\_\_\_\_ hereinafter referred to as the "Promoter/Developer" (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

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

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

### INTERPRETATIONS / 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.
- b) "**Authority**" means the Uttar Pradesh Real Estate Regulatory Authority.
- c) "**Applicable Laws**" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including, UP Urban Building Act 1972, UP Municipality Act 1916, Urban Land Ceiling Act 1976, The Uttar Pradesh Municipal Corporation Act, 1959, Uttar Pradesh Building Bye Laws, Uttar Pradesh Building and Development Act, 1973, The Uttar Pradesh (Regulations of Building Operations) Act, 1958, Building Bye Laws, the Uttar Pradesh said premises Promotion of construction and Development Ownership and Maintenance Act, 2010, Real Estate Regulation and Development) Act, 2016, Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016, Pradhan Mantri

Awas yojna or any other Acts/Rules which may: pe promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Uttar Pradesh, as may be in force and effect during the subsistence of this agreement applicable to, the development/ construction development/ sale of the project.

- d) **"Approved Plans"** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said project is to be developed along with any/all variations/amendments/changes to be made by the promoter as per the applicable laws and provisions of the act and rules and regulations thereon.
- e) **"Completion Certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- f) **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities, equipment and spaces in the Project which are meant for common use and enjoyment of all the occupants of the Project.
- g) **"Delay Payment Interest"** means the amount to be paid on account of delay in the payment of any /all charges/installment calculated at the Interest Rate (Specified herein below} and shall include compensation for any loss caused due to delay in payment or any other loss caused to the promoter.
- h) **"Government"** means the Government of Uttar Pradesh;
- i) **"Interest Rate"** means the rate equals to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% or such other rate as may be applicable from time to time as per the Act and Rules.
- j) **"Association of Allottees (AOA)"** shall mean and include the Maintenance Society/Resident Welfare Association (RWA)/ Association or anybody, by whatever name called, that may be formed as per requirement of clause (e) of sub section (4) of section 11 of the Act.
- k) **"Maintenance Agency"** shall mean a company, firm, Association or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s} for the purpose of maintenance of the said project.
- l) **"Occupancy Certificate"** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity's.

- m) **"Project"** shall mean and include Plots/ Villas/ Commercial/ Flats/ Apartments/ School over Khasra No.\_\_\_\_\_. along with all the units, common areas and facilities, open spaces and parks etc. and all that is constructed / to be constructed and there about lying upon the land and collectively named as \_\_\_\_\_ Phase.
- n) **"Rules"** means the Real Estate (Regulation and Development} (Amendment) Rules, 2016 as amended from time to time.
- o) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development Act), 2016.
- p) **"Section"** means a section of the Act.

**WHEREAS:**

- A. \_\_\_\_\_ ("Owner/Landowner/Co-Promoter") is the absolute and lawful owner of [khasra nos./ survey nos.] (Please insert and details as per local laws)\_\_\_\_\_ totally admeasuring\_\_\_\_\_ square meters situated at \_\_\_\_\_ Tehsil & District ("Said Land") vide sale/lease deed(s) dated \_\_\_\_\_ registered in the office of sub-Registrar on book no. \_\_\_\_\_ volume \_\_\_\_\_ at pages \_\_\_\_\_ as documents no. \_\_\_\_\_ on dated \_\_\_\_\_. The Promoter/Developer and Co-promoter/Land Owner have entered into a (Collaboration Agreement) dated \_\_\_\_\_ Registered in the office of Sub Registrar \_\_\_\_\_ in the Book No-1, Volume \_\_\_\_\_ at Pages \_\_\_\_\_ as document No. \_\_\_\_\_ on dated \_\_\_\_\_.
- B. The Said Land is earmarked for the purpose of developing a residential, commercial & institutional project, comprising of Plots/Villas/Commercial/Flats/Apartments/School etc over Khasra No.\_\_\_\_\_ along with all the units, common areas and facilities, open spaces and parks etc. and all that is constructed / to be constructed and there about lying upon the land and collectively named as **Sanfran Estate Jhansi**.

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 Jhansi Development Authority has granted the commencement certificate to develop the project vide approval dated \_\_\_\_\_ vide Permit No \_\_\_\_\_.

E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project, as the case may be, from Jhansi Development Authority, The Promoter agrees and undertakes that it shall not make any changes to these approved plans.

However, if any minor alterations to the layout plan are necessary, then the Promoter is permitted to make such changes at any stage of the project.

F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow \_\_\_\_\_ on \_\_\_\_\_ under registration No. \_\_\_\_\_. The exhaustive list of details of the Promoter and Project are available on the website (www.up-rera.in) of the Authority;

G. The Allottee had applied for a Plots /Villas /Commercial /Flats /Apartments /School in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ has been allotted Plots/ Villas/ Commercial/ Flats/ Apartments/ School. \_\_\_\_\_ having plot area of \_\_\_\_\_ square meters and 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 (hereinafter referred to as the " Plots/ Villas/ Commercial/ Flats/ Apartments/ School" more particularly described in Schedule A);

H. The Parties have gone through" all the terms and condition set out "in this Agreement and understood..... the mutual rights of obligations detailed herein.

I. That the Allottee understands that the Promoter is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Promoter in respect of it.

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws; rules, regulations, notifications, etc., applicable to the Project.

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement

on the terms and conditions appearing hereinafter;

- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee, hereby agrees to purchase the Plots/ Villas/ Commercial/ Flats/ Apartments/ School

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

**I. 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 said Plots/ Villas/ Commercial/ Flats/ Apartments/ School as specified in Para G.
- 1.1.2. Both parties confirm that they have read and understood the provisions of section-14 of the Act.
- 1.1.3. The Total price for the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School based is of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only ('Total Price')).

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Plots/ Villas/ Commercial/ Flats/ Apartments/ School.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and a ny other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Plots/ Villas/ Commercial/ Flats/ Apartments/ School 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

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;

- 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 instalment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Price and shall be paid by the Allottee(s) in addition to Total Price.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus, etc.) in respect of the

Plots/ Villas/ Commercial/ Flats/ Apartments/ School 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 upto 10% of the Project Area as may be required, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final area that has been allotted to the Allottee after the construction is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority by furnishing details of the changes if any in the development area. The total price payable for the said Plots/Villas/Commercial/Flats/Apartments/School area shall be recalculated upon confirmation by the promoter. If there is a reduction in plot area/carpet area (whichever is applicable), then the Promoter shall refund the excess money paid by the allottee within 45 days with annual interest at the rate prescribed in the rules from the date when such an excess amount was paid by the allottee. If there is an increase in the Plot area/carpet area (whichever is as applicable), which is not more than 10% (TEN) of plot area/3% of the carpet areas (whichever is applicable) of said Plots/Villas/Commercial/Flats/Apartments/School, allotted to allottee the Promoter shall demand that from the allottee as per the next milestone of the payment plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square meter/foot as agreed in para 1.2 of this agreement. The plot area shall always be measured with depth and length only as in the approved map/layout.
- 1.8 Subject to Para 9.3 the Promoter agrees and acknowledges that, the Allottee shall have the right to the Plots/ Villas/ Commercial/ Flats/ Apartments/ School as mentioned below:
- (i) The allottee shall have exclusive ownership of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School.
  - (ii) The Allottee shall also have undivided proportionate share in common area. Since the share/interest of allottee in common areas is undivided and cannot be divided or separated, the allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority or upon deemed completion as the case may be, as provided in the Act.
  - (iii) The allottee has the right to visit the project site to assess the extent

of development of the project and his Plots /Villas /Commercial /Flats /Apartments /School. The promoter discourages such kind of visit by the allottee and his/her family members due to the risks involved at construction site. If at all the allottee decides to visit the site, he/she shall only do so after intimating the promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The promoter shall in no way, be held responsible for any accident/mishap involving the allottee and his accompanying persons while visiting the site. Further the promoter strictly prohibits the visit of children at the project construction site.

1.9 It is made clear by the Promoter and the Allottee agrees that the Plots /Villas /Commercial /Flats /Apartments /School shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land not part of any other project except for the purpose of integration of infrastructure services. It is clarified that Project's facilities and amenities shall be available for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings such as before transferring the physical possession of the Plots /Villas /Commercial /Flats /Apartments /School 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 etc. 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 Plots /Villas /Commercial /Flats /Apartments /School 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 therefore by such authority or person.

1.11 The Allottee has paid a sum of **Rs** \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Token amount, which is a part of Booking Amount (i.e. 10% of the Total Price of the Plots/Villas/Commercial/Flats/Apartments/School), being part payment towards the total price of the Plots/Villas/Commercial/Flats/Apartments/School 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

Plots/Villas/Commercial/Flats/Apartments/School 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 Interest rate prescribed in the Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/ c Payee cheque/ demand draft/bankers cheque or online payment (as applicable) in favor of \_\_\_\_\_, payable at Jhansi.

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter, In case cheque is dishonored for any reason whatsoever, The Promoter may demand for an administrative handling charge of Rs. \_\_\_\_\_ plus GST for every time, if any.

## **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 there under. or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the 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 maybe 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 the 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 Plots/Villas/Commercial/Flats/Apartments/School applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only and in case of cancellation by any such allottee, refund in terms of this agreement shall be made only to allottee.

#### **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 Plots/Villas/Commercial/Flats/Apartments/School in his/her name and the Allottee- undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

It is irrevocably agreed by the Allottee that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards, the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards pending installment with interest due and payable and then on the current installment amount.

#### **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 said Plots/Villas/Commercial/Flats/Apartments/School to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case maybe.

Similarly, the allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in ("Payment Plan") and in case allottee does not comply with the timely payment of installments and other dues, he shall be treated as allottee in default and terms conditions of default as mentioned in this agreement shall apply.

**6. CONSTRUCTION OF THE PLOTS/VILLAS/COMMERCIAL/FLATS/APARTMENTS/SCHOOL PROJECT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Plots/Villas/Commercial/Flats/Apartments/School and accepted the 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 relevant Applicable laws 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 terms by the Promoter shall constitute a material breach of the Agreement.

The Allottee irrevocably provides his consent through this Agreement, as required under Section 14 of the Act, in respect to any further alterations/modifications or additions in sanctioned or layout plans and specifications of the or the common areas within the project., as approved by the competent authority and not to obstruct and / or raise any objections in future.

The Promoter may provide additional/ better specifications or facilities other than those mentioned in the specification sheet/ sale brochure due to unavailability of specific material/ other technical reasons and for overall betterment of the project. The cost of such changes shall be paid by the Allottee separately.

**7. POSSESSION OF THE SAID PLOTS/ VILLAS/ COMMERCIAL/ FLATS/ APARTMENTS/ SCHOOL:**

**7.1 Schedule for possession of the said plots/ villas/ commercial/ flats/ apartments/ school -**

The Promoter agrees and understands that timely delivery of possession of the said Plots/Villas/Commercial/Flats/Apartments/School to the Allottee and the Common Areas to the Allottees or the competent authority, as the case may be, is the essence of the Agreement. If the allottee defaults in paying the relevant amounts as per the payment plan along with all the other taxes/charges, he shall not be entitled to enforce the timeline of project completion. Therefore, subject to the timely receipt of payment of price and the other amounts from the allottee as per this agreement, The promoter assures to **hand over possession of the said Plots/Villas/Commercial/Flats/Apartments/School** along with ready and

complete Common Areas with all specifications, amenities and facilities of the Project 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") or there is a delay due to any reasonable circumstances. 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 Plots/ Villas/ Commercial/ Flats/ Apartments/ School. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. In such an event the promoter shall not be liable to pay any penalty/ interest/ compensation to the allottee. If project is delayed due to any reasonable circumstances, allottee agrees that promoter shall be entitled to the extension of time for delivery of possession of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School as may be granted by the Authority and no penalty/interest/compensation for such delayed period shall be paid by the promoter.

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, after deducting the taxes paid by the promoter on behalf of allottee (if any), 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 right, 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 or after the date of deemed completion shall vide "offer letter" offer in writing the possession of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School with demand of all the outstandings.

The Promoter agrees and understands that timely delivery of possession of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School to the Allottee and the Common Areas to the Allottees or the competent authority, as the case may be, is the essence of the Agreement. If the allottee defaults in paying the relevant amounts as per the payment plan along with all

the other taxes/charges, he shall not be entitled to enforce the timeline of project completion. Therefore, subject to the timely receipt of payment of price and the other amounts from the allottee as per this Agreement, The Promoter assures to **hand over possession of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School** along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature.

Provided that, in the absence of Applicable Law the conveyance deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion/occupancy certificate (as applicable) deemed completion. 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/ occupancy certificate (as applicable)/deemed completion for the project. The Promoter shall hand over the completion/ occupancy certificate, if received (as applicable). of the layout to the Allottee at the time of conveyance of the same.

It shall be duty of the allottee to adhere to the prescribed time line for payment of dues and execution and registration of sale deed.

### **7.3. Failure of Allottee to take Possession-**

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School 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 said Plots/ Villas/ Commercial/ Flats/ Apartments/ School to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 2/- per square feet per month of Plots/ Villas/ Commercial/ Flats/ Apartments/ School area for the period beyond 3 months till actual date of possession.

The Promoter shall not be responsible for any wear and tear damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may

accrue in such Premises.

**7.4. Possession by the Allottee-**

After obtaining the completion certificate/ occupancy certificate (as applicable) or deemed completion, as the case may be, and handing over physical possession of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law.

**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(s), 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 along with all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit. The promoter shall refund 50% (Fifty Percent) of the balance amount of money paid by the allottee within 45 (Forty Five) days of such cancellation/withdrawal and remaining 50% (Fifty Percent) of the balance amount on re-allotment of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School or at the end of one year from the date of cancellation/withdrawal, whichever is earlier. Allottee is also required to pay all other penalties and interest liabilities due as on the date of such termination. The Promoter shall inform the previous allottee, the date of re-allotment of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School & also display this information on official website of UP RERA on the date of re-allotment.

In case a Particular unit is omitted due to change in the plan or the Promoter is unable to hand over the same to the allottee for any reason beyond its control, the Promoter will offer an alternate unit of the same type, and in the event of non-acceptance by the allottee, the promoter shall be responsible to refund only the actual amount received from the allottee till then and will not be liable to pay any damage or interest to the allottee, whatsoever. In case any preferentially located unit ceases to be so located, the Promoter shall be liable to refund extra charges paid by the allottee for such preferential location without any damages or

compensation.

**7.6. Compensation :**

The Promoter and Landowner 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 Plots/ Villas/ Commercial/ Flats/ Apartments/ School (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 excluding all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the 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 said Plots/ Villas/ Commercial/ Flats/ Apartments/ School, 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/Developer and Co-promoter/Landowner in reference to the Collaboration Agreement dated \_\_\_\_\_ hereby represents and warrants to the Allottee as follows.

- (i) The Co-Promoter/Landowner has absolute, clear title of the Land Promoter/Developer has marketable rights with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possessions 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) There are no encumbrances upon the said land of the project;
- (iv) There are no litigations pending before any court of law or Authority with respect to the said land, Project or the layout.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and layout 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 applicable law in relation to the project, said land, Building and Plots and Common Areas.
- (vi) The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the allottee created herein, may prejudicially 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 Plots/ Villas/ Commercial/ Flats/ Apartments/ School which shall, in any manner, affect the rights of the Allottee under this agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School 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 Plots/ Villas/ Commercial/ Flats/ Apartments/ School to the allottee and the common areas to the association of the allottees or the competent authority, as the case may be.
- (x) The schedule property is not the subject matter of any HUF had 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 government dues, rates and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to their competent authorities till the completion certificate/ occupancy certificate (as applicable) has been issued and possession of Plots/ Villas/ Commercial/ Flats/ Apartments/ School along with the common areas (equipped with all the specifications, amenities and Facilities) has been handed over to the allottees and the association of allottees or the competent authorities as the case may be.
- (xii) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said

land and/or the project.

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

9.1 Subject to the force majeure clauses and delay due to reasonable causes, the promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School to the allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed (including extension) at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready for possession' shall mean that the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority and/or on deemed completion of the Project.
- (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 construction milestones and only there after the allottee be requires 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 said Plots/ Villas/ Commercial/ Flats/ Apartments/ School, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India plus 1% within forty-five days of receiving the termination notice.
- (iii) 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 equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India plus 1%, for

delay period till the handing over of the possession of the Plots/ Villas/ Commercial/ Flats/ Apartments/ School, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed here to, 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 plus 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 continuous for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School in favor of the Allottee and refund the money paid to him by the Allottee after deducting the booking amount (10% of Total Price of the Plots/ Villas/ Commercial/ Flats/ Apartments/ School) and the interest liabilities and this agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit.

Provided that the Promoter shall intimate the allottee about such termination at least 30 days prior to such termination.

However, post cancellation by the Promoter of the allotment in reference terms and conditions mentioned herein, the allottee, at the discretion of the Promoter, may have the option to restore its unit by paying allotment restoration charges to reinstate its Unit and the applicable charges will be decided by the Promoter.

- (iii) However, the allottee, at the discretion of the Promoter, may have the option in reference to clause mentioned in explanations point (iii) to restore its unit by paying applicable Allotment Restoration Charges. .
- (iv) In case of breach of any other Terms & conditions of this Agreement and violation of any of the Applicable Laws on tile part of the Allottee(s), the promoter may cancel the allotment of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School and refund the money paid to him by the allottee after deducting the booking

amount (10% of Total Price of the Plots/ Villas/ Commercial/ Flats/ Apartments/ School), the interest liabilities and all taxes, duties, cess *etc* deposited by the Promoter to the concerned department/ authority in respect of the Unit and other charges and this agreement shall thereupon stand terminated provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.

9.4 General rights and remedies available to the promoter:

- (i) Upon termination of this Agreement by the Promoter, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever.
- (ii) Acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.
- (iii) Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the applicable Act/ Rules /Regulations.

**10 CONVEYANCE OF THE SAID PLOTS/ VILLAS/ COMMERCIAL/ FLATS/ APARTMENTS/ SCHOOL:**

The Promoter, on receipt of Total Consideration Price of the said Plots /Villas /Commercial /Flats /Apartments /School as per para 1.2 (Including interest on delayed payment) under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said Plots /Villas /Commercial /Flats /Apartments /School together with proportionate indivisible share in title Common Areas to the Allottee within 3 months from the date of issuance of the completion certificate/ occupancy certificate (as applicable) and/or deemed completion certificate of the Project, as the case maybe, to the Allottee:

Provided that, in the absence of applicable law, the conveyance deed in favor of the allottee shall be carried out by the promoter within three months from the date of issue of completion certificate/occupancy certificate (as applicable) or deemed completion of the Project, as the case may be.

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 favor and promoter may refuse to hand over the possession of Unit to the Allottee(s) till payment of stamp duty and registration charges to the promoter is made by the allottee.

**11 MAINTAINANCE OF THE SAID PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project as mentioned herein below the maintenance of the Project by the association of the allottees or the maintenance agency, as the case may be, upon the issuance of the completion certificate or deemed completion of the project.

The Promoter shall maintain such services for a period of One Year from the date issuance of the completion certificate/occupancy certificate (as applicable) or deemed completion of the Project, as the case may be. However, if the Association of Allottees is not formed within one year of completion certificate or from the date of deemed completion, as the case may be, the Promoter will be entitled to collect from the allottees amount of Rs. .... per sq. ft. of plot area /carpet area as applicable per month for the succeeding year and this amount is subjected to an escalation of 10% from next year in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount (if any) available with him against the maintenance charges to Association of Allottees or maintenance agency, as the case may be, once it is formed.

Additionally, the Promoter is authorized to levy & collect Malba (Debris) charges on the Allottees to cover the removal of residual generated during construction of individual Villas by the Allottees. To ensure the upkeep of the Project and minimize disruptions to other residents, it is recommended that Allottees undertakes the construction of their individual Villas take measures to manage & dispose debris and reduce pollution. This includes implementing proper barricading and other facilities to control and contain debris during the construction process.

**12 DEFECT LIABILITY:**

It is agreed that in case any structural defect 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 Completion Certificate /Occupancy Certificate/Deemed completion handing over possession or the date of obligation of the promoter to give the possession to the allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defect 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.

However, in case any damage to the unit is caused by the Allottee and/or improper maintenance and undue negligence on the part of the allottee(s)/AOA and/or due to any reasonable wear and tear and/or any damage caused due to force majeure shall not be covered under defect liability period.

**13 RIGHT TO ENTER THE TOWNSHIP FOR REPAIRS:**

The Promoter/Maintenance agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, and park spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/ or maintenance agency to enter into the Township or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14 USAGE:**

Use of Service Areas: The service areas, if any, as located within the \_\_\_\_\_ [Project Name], shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, STP, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees and/or the maintenance agency, as the case may be, for rendering maintenance services.

**15 GENERAL COMPLIANCE WITH RESPECT TO THE PLOT/VILLA/SHOP/COMMERCIAL/BUILDING:**

15.1 Subject to Para 12 above, the allottee shall, after taking possession, be solely responsible to maintain the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School at his/her on cost, in good repair and condition and shall not do or suffer to be done anything in or Plots/ Villas/ Commercial/ Flats/ Apartments/ School, or the common areas, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plots/ Villas/ Commercial/ Flats/ Apartments/ School and keep the Plots/ Villas/ Commercial/ Flats/ Apartments/ School, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc is not in any way damaged or jeopardized.

15.2 The Allottee(s) agrees that if he/she/they cancel(s)/withdraw(s) his/her/their booking from the project without any fault of the Promoter/Developer due to any reason whatsoever and if the same is booked through broker/associate then the allottee(s) agree(s) to submit NOC from the broker/associate to the Promoter/Developer

- 15.3 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, neon light, publicity material or advertisement material etc. on the face/ facade of the H o u s e or anywhere on the exterior of the project or the Common areas, do not block roads by building material in common areas. The Promoter shall be entitled to remove the same without giving any notice to the Allottee. The Promoter/AOA shall have the authority to dispose off the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things. Further the Allottee shall not store any hazardous or combustible goods in the Plots/ Villas/ Commercial/ Flats/ Apartments/ School or place any heavy material in the common passages.
- 15.4 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.5 The Allottee shall also not construct anything which is out of approval building plan of its built-up area, neither construct anything in the common areas.
- 15.6 The Allottee before commencing of the construction on the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School has to get his/her map sanctioned by the competent authority which is Jhansi Development Authority (JDA).
- 15.7 The Allottee understands and agrees that the said ownership rights in the unit shall be sold to the Allottee only for the specified purpose of being used as residential unit subject to the specific condition that the Allottee shall have no right to use the unit for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the unit for the purpose other than that for which the unit is being sold to him. In the case of violation of this condition the Promoter/AOA shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter/ AOA may decide for restraining the Allottee from making a use prohibited by this Agreement.
- 15.8 The Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other units and/or Common Area / Common Parts/ Facility in the Township.
- 15.9 The Allottee shall not do or suffer anything to be done in or about the said unit which may tend to cause damages to any Common Area/ Roads/ Streets in the premises or in any manner interfere with the use

thereof or of any open space, garden/park, passage or amenities available for common use.

- 15.10 The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on, behalf of the unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 15.11 The Allottee(s) shall be liable to pay house-tax, property-tax, Fire-fighting charge or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so-long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the of Unit. If.-the Promoter/AOA has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/AOA within 30 days from the date of notice/obligations in this regard from the Promoter/AOA, failing which the Promoter/AOA shall be entitled to charge interest at the Interest Rate for the period commencing on the date on which the Promoter/AOA paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter/AOA. All taxes charges, cesses, levies etc shall be payable by the Allottee even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said unit and such demands shall be treated as unpaid consideration of said unit and the Promoter shall have first charge/ lien on said Plots/ Villas/ Commercial/ Flats/ Apartments/ School for recovery of such demands from the Allottee.
- 15.12 The allottee understands and agrees that each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other statutory taxes assessed on the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School, Such Taxes Fees etc. shall be paid by allottee in proportion to the plot area. Such an apportionment shall be made by the Promoter/AOA and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay such a proportionate amount of tax.
- 15.13 In case of transfer of allotment, allotted plot/villas/shops/flats/apartments/school and/or mutual exchange of plot/villas/shops/flats/apartments/school an administrative and processing fee, as decided by the Promoter, will be charged and shall be payable by the Allottee, which will be revised periodically by the Promoter.
- 15.14 In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:

- (i) Any financing agreement between F.I./Bank and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, risk and consequences.
- (ii) The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only,
- (iii) The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment charges shall be applicable.
- (iv) In case of default in repayment of dues of the financial institution/ agency by the allottee(s), the allottee authorizes the promoter to cancel the allotment of the said unit and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/ agency on receipt of such request from financing agency without any reference to the allottee.

15.15 The Allottee is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Unit. Further, the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed till elines mentioned in the Income Tax Act, 1961.

15.16 The Allottee expressly agrees that the Promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the Promoter to various competent authorities during the entire course of construction of the project.

15.17 Electricity Connection:

- (i) That the allottee shall be required to obtain N.O.C. from Promoter for electricity connection on the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School.
- (ii) Electric charges for the separate meter installed for common facility like parks, tube well, street light, gates, control room etc. shall be paid by the Allottee in proportion to the area of the Said Premises as per demand by the Promoter / AOA.

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

The Parties are entering into this agreement for the allotment of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**17 ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Plots/ Villas/ Commercial/ Flats/ Apartments/ School after the, layout plan, sanction plan and specifications amenities and facilities has been approved by the competent authority (lies) and disclosed, except for as provided in the Act.

**18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the promoter execute this Agreement he shall not mortgage or create a charge on the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School and if 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 allottee who has taken or agreed to take such Plots/ Villas/ Commercial/ Flats/ Apartments/ School.

However, the Allottee will not have any objection in case the promoter opts for Project/Construction/Development Financing for betterment of the Project and the Allottees also provide NOC for the same.

**19 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 payment due as stipulated in the Payment plan within 30 days from the date of receipt by the allottee and secondly, appears for registration of the same before the concerned Sub register \_ \_ (Specify the address of the sub registrar ) as and when intimated by the Promoter. If the allottee(s) fails to execute and deliver to the Promoter the 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 notice to the allottee for rectifying the default, which if not rectified within 30 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 but after deducting taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit and deducting reasonable administrative charges.

**20 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 over agreements, allotment letter, correspondences, arrangements. Whether written or oral, if any, between the parties in regard to the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School.

**21 RIGHT TO AMEND:**

This agreement may only be amended through written consent of the parties. Any clause hereof cannot be orally changed, terminated or waived. Any changes or additional clauses must be set forth in writing duly signed by both the parties, which only shall be valid.

**22 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 Plots/ Villas/ Commercial/ Flats/ Apartments/ School and the project shall equally be applicable to and enforceable against and by any subsequent allottees of the Plots/ Villas/ Commercial/ Flats/ Apartments/ School in case of a transfer, as the said obligations go along with the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School for all intents and purposes.

**23 WAIVER NOT A LIMITATION TO ENFORCE:**

23.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the 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 so agreed by the allottee that exercise of discretion by the promoter in the case of one allottee shall not be construed to be precedent and/or binding on the promoter to exercise such discretion in the case of other Allottees.

23.2 Failure on the part of 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.

**24 SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or

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

**25 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Plots/ Villas/ Commercial/ Flats/ Apartments/ School bears to the total Plots/ Villas/ Commercial/ Flats/ Apartments/ School area of all the Plots/ Villas/ Commercial/ Flats/ Apartments/ School in the Project.

**26 INDEMNIFICATION:**

The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/ covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

- (i) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- (ii) The indemnification rights of the Promoter under this Clause shall be in

addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

**27 FURTHER ASSURANCES:**

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

**28 PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon the 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 of the said Agreement shall be registered at the office of the sub-registrar at ) \_\_\_\_\_ (specify the address of the sub-registrar}. Hence this agreement shall be deemed to have been executed at \_\_\_\_\_.

**29 NOTICES:**

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

NAME:

ADDRESS:

MOB NO.

M/S \_\_\_\_\_

\_\_\_\_\_

PIN CODE : \_\_\_\_\_

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.

**30 JOINT ALLOTTEES.**

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

**31 SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee, in respect of the said Plots/ Villas/ Commercial/ Flats/ Apartments/ School, as the case may be, shall not be prior to the execution and registration of this Agreement for Sale/Lease for such Plots/ Villas/ Commercial/ Flats/ Apartments/ School, 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 there under.

**32 GOVERNING LAW:**

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

**33 DISPUTE RESOLUTIONS:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Conciliation Committee/ Dispute Resolution Forum/ Authority or Adjudicating Office appointed under the Act and the jurisdiction of which will be \_\_\_\_\_.

**34 DISCLOSURE:**

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Uttar Pradesh in

this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

**35 VALUATION FOR STAMP DUTY:**

That this being an Agreement to Sell without possession and total sale consideration is Rs \_\_\_\_\_ on which the stamp duty of Rs. \_\_\_\_\_ is being paid vide \_\_\_\_\_ dated \_\_\_\_\_. That this Agreement has been executed in duplicate. One copy has been retained by the Promoter and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement. The possession of this Agreement is important akin to document of title. No refund of any kind will be permitted unless the Allottee's original copy have been returned to the Promoter.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_  
(city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee:

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

Name:- \_\_\_\_\_

Address:- \_\_\_\_\_

Mobile No:- \_\_\_\_\_

Please affix photograph and sign  
across the photograph

**SCHEDULE OF PROPERTY**

All that piece and parcel of residential/commercial Plots/ Villas/ Commercial/ Flats/ Apartments/ School bearing No. \_\_\_\_\_ in Block, measuring \_\_\_\_\_ sq mt situated in \_\_\_\_\_, Near \_\_\_\_\_, Village- \_\_\_\_\_, Tehsil \_\_\_\_\_, District Lucknow, Uttar Pradesh, and is bounded as under & the layout plan enclosed herewith:

**EAST** :

**WEST** :

**NORTH** :

**SOUTH** :

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

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

Name-  
\_\_\_\_\_

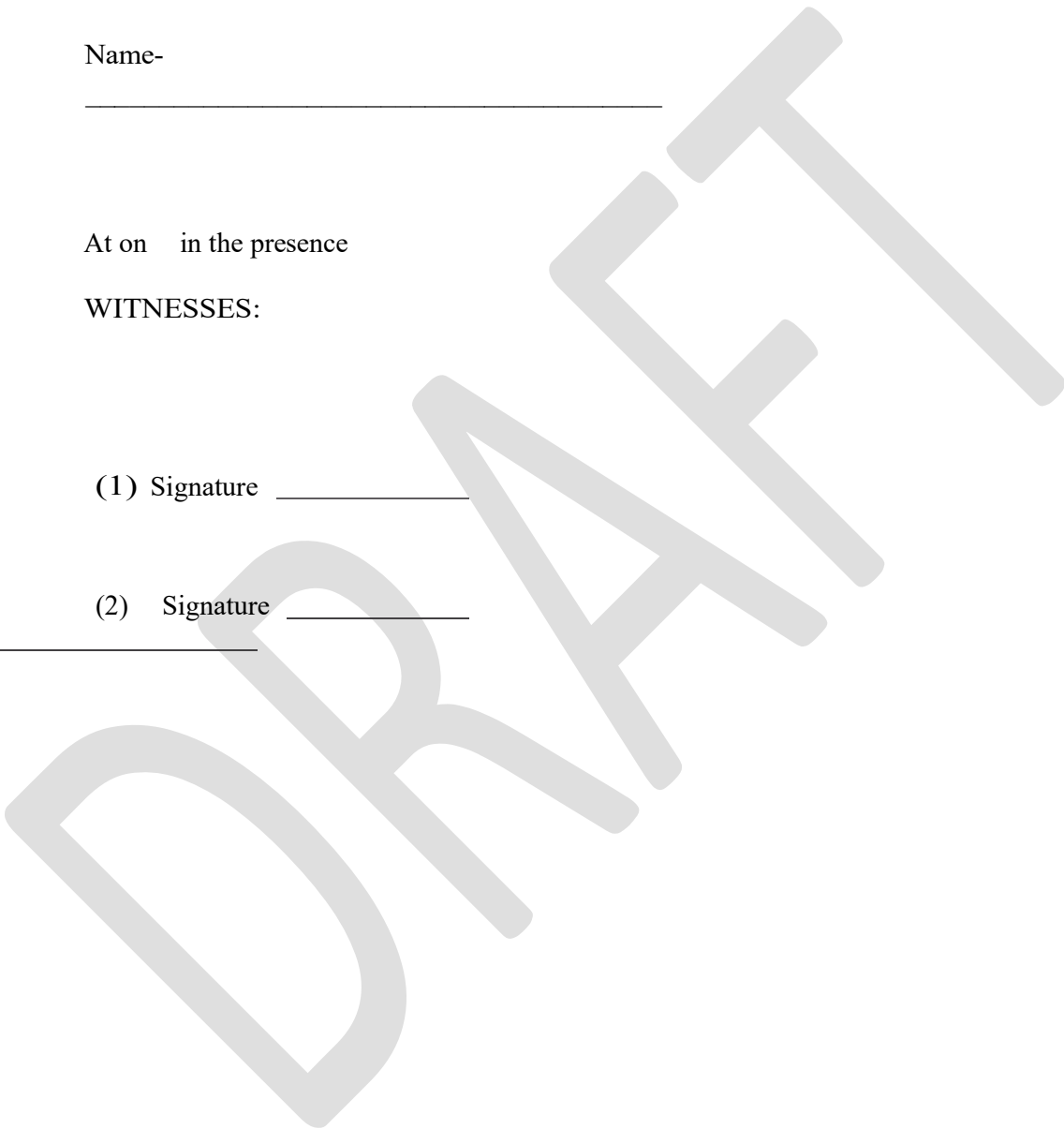
At on \_\_\_\_\_ in the presence

WITNESSES:

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

(2) Signature \_\_\_\_\_

\_\_\_\_\_



SCHEDULE: A

DRAFT

SCHEDULE-C  
PAYMENT PLAN

DRAFT

**SCHEDULE-D & E**  
**SPECIFICATIONS**

DRAFT