

**DRAFT FOR RERA REGISTRATION PURPOSES ONLY**

**SUMMARY OF AGREEMENT**

*Date of execution:* -----

*Description of property:* -----

*Total Consideration:* -----

*Advance Money:* -----

*Paid stamp duty:* -----

*E-Stamp No:* -----

*Dated :* -----

**BOUNDRY**

*East* : -----

*West* : -----

*North* : -----

*South* : -----

**Agreement To Sell**

This Agreement to sell is being made at Allahabad now Prayagraj on

**By and Between**

**Mahalakshmi Apartments, LLP (PAN NO. ABXFM3116F)**, registered as per LLP Act 2008 having registration No. ACB-1342, having its registered office at 26B, Strachey Road, Civil Lines, Prayagraj, through its Authorized Signatory/Partners Shri Neeruj Chugh S/o Shri Mahesh Kumar Chugh (Pan No. ABDPC7339Q, Aadhaar No. XXXX XXXX 4339 Mobile No. 9532837219) P/o 2, Strachey Road (Beside Vishal Mega Mart), Civil Lines, Allahabad now Prayagraj and Shri Vineet Chawla S/o Late Krishan Lal Chawla (Pan No. AEUPC7966D, Aadhaar No. XXXX XXXX 4900, Mobile No. 9773081118) R/o 26B, Strachey Road, Civil Lines, Allahabad now Prayagraj, vide a resolution dated 21 of May 2023 passed in the meeting of partners of **Mahalakshmi Apartments, LLP**. The First Party/Promoter has been registered with the Real Estate Regulatory Authority having Promoter registration No. is **UPRERAPRM\_\_\_\_\_** and the Project namely "**Mahalakshmi Apartments LLP**" has also been registered in RERA having project Registration No. is **UPRERAPRJ\_\_\_\_\_**. The details of the First Party/Promoter and Project are also available in the website ([www.up-rera.in](http://www.up-rera.in)) of the Authority.

(Hereinafter, called "**The First Party/Promoter**" which expression shall always mean and include their Legal heirs, successors, legal representatives, executors and assignees of the one part, unless expressly excluded).

**AND**

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_, PAN No. \_\_\_\_\_, Mob No. \_\_\_\_\_, Occupation: \_\_\_\_\_) S/o \_\_\_\_\_ R/o \_\_\_\_\_.

(Hereinafter singly/jointly as the case may be, referred to as the "**The Second Party/Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

The First Party/Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

**INTERPRETATIONS/ DEFINITIONS:**

- (1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –
  - (a) "Act" means the Real Estate (Regulation and Development) Act, 2016.
  - (b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority.
  - (c) "Earnest Money/Booking Amount" means an amount equivalent to 10% of the Total Price of the said Unit.
  - (d) "Government" means the Government of Uttar Pradesh;
  - (e) "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.
  - (f) "Para" means a Paragraph of this Agreement.
  - (g) "Association of Allottee(s) (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.
  - (h) "Maintenance Society" 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.
  - (i) "Project" shall mean and include 181 Flats & 1 Community Hall of different sizes developed over Arazi No. 43, 41/1 and 41/1 Chak Dondi Prayagraj bearing H No. 536/221 Mohall Chak Dondi, Prayagraj, common areas and facilities, limited common areas, open spaces etc. and all that is to be developed and there about lying upon the land and collectively named as '**MAHALAKSHMI APARTMENTS LLP**'.
  - (j) "Rules" means The Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;
  - (k) "Regulations" means the Regulations made under The Real Estate (Regulation and Development Act), 2016;
  - (l) "Section" means a section of the Act.
  - (m) "Schedule" means the Schedule attached to this Agreement; and
  - (n) "Built-up area" means the sum of area of the Flat. It shall include area encompassed within the walls of Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.

- (o) "**Super Built-up area**" means the sum of the built-up area and the proportionate share in common built up areas.
- (p) "**Carpet Area**" as per the Act means the net usable floor area of an Flat excluding the area covered by the external walls, areas under services, shafts, exclusive balconies or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Flat.
- (q) Garage includes covered car parking/basement car parking/stilt car parking/open car parking.
- (2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Uttar Pradesh Real Estate (Regulation and development) rules, 2016 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

**WHEREAS**

1. WHEREAS Vishal Chawla S/o Late Chandra Prakash Chawla is the Owner-First Party and in peaceful possession on part portion of (Arazi Bhumidhari No. 1, Area 0.1370 Hectare, Arazi Bhumidhari No. 5, area 0.5360 Hectare, Arazi Bhumidhari No. 6, area 0.4220 Hectare, Arazi Bhumidhari No. 7, area 0.1710 Hectare and Arazi Bhumidhari No. 12, area 0.4680 Hectare and Arazi Bhumidhari No. 13, area 0.1480 Hectare, Arazi Bhumidhari No. 28/1, area 0.1860 Hectare, Arazi Bhumidhari No. 41/1, area 0.0800 Hectare, Arazi Bhumidhari No. 43, area 0.6510 Hectare, mention in Khata Sankhya 23 and Part of Arazi Bhumidhari No. 8/2, area 0.1370 Hectare) admeasuring 6592.00 sq meters mentioned in Khata Sankhya 24, situated in Mauza Chak Dondi, Pargana Arail. Tehsil Karchana. Distt Allahabad now Prayagraj and having house No. 536/221 Mohalla Chak Dondi Allahabad now Prayagraj, which was purchased by the Owner-First Party through a registered sale deed dated 13.03.2013, executed by Siddharth Agarwal, Shashi Bala Agarwal, Shivani Agarwal alias Shivani Gupta and Gunjan Agarwal, which is registered in Bahi Sankhya 1 Jild Sankhya 3013 on pages 51 to 420 at serial No. 1372 in the office of Sub-Registrar, Karchana Allahabad now Prayagraj and the name of the Owner-First Party stands recorded over the aforesaid property in Khatauni of Tehsil Karchhana, Allahabad now Prayagraj;

AND WHEREAS the names of various persons stand recorded over the aforesaid Arazi Numbers in Tehsil records along with the name of the Owner-First Party;

AND WHEREAS keeping in view the future dispute, the Owner-First Party, decided to partition the aforesaid property to avoid any dispute or complication in future, consequently the Owner-First Party filed a case no. T 20140203053212 U/S -176, Z.A and L.R Act, Vishal Chawla and Rama Shankar and Others for partition and separation of the aforesaid property, which was decided by Up-Ziladhikari Karchana, Prayagraj vide order dated 16.08.2014 for preparation of preliminary decree in respect thereof and on the basis of preliminary decree a final decree was ordered to be prepared vide order dated 15.06.2015 and as a result of final decree the chitthi Phat Batwara and a map was prepared and finally the property purchased by the First Party was separated and Arazi No. 43, Area 5792 Sq Meters and 41/1 area 800 Sq Meters. total area measuring 6592 Sq Meters, situated in village Chak Dondi. Pargana Arail. Teshil Karchana. Distt. Prayagraj, having House No. 536/221 Mohalla Chak Dondi, Prayagraj was allotted to the Owner-First Party and thus the Owner-First Party became the exclusive and absolute Owner-First Party of the Arazi No 43, Area 5792 Sq Meters and 41/1, area 800 Sq. Meters, total area measuring 6592 Sq. Meters, situated in village Chak Dondi, Pargana Arail, Teshil Karchana, Distt, Prayagraj, having House No. 536/221 Mohalla Chak Dondi, Prayagraj (hereinafter referred to as "Said Plot, and for "Plot") and the name of the Owner-First Party stands recorded over the aforesaid property in the Khatauni of Tehsil Karchana, Prayagraj;

AND WHEREAS since the Land use of the Property as per Master Plan 2021 was Industrial the Owner-First Party made an application for conversion of land use of Arazi No 43, Area 5792 Sq Meters and 41/1, area 800 Sq Meters, total area measuring 6592 Sq Meters, situated in village Chak Dondi, Pargana Arail, Teshil Karchana. Distt. Prayagraj having House No 536/221 Mohalla Chak Dondi Pravagraj from Commercial (Kutir Udyog) into Residential and by order dated 09.10.2015, passed by Pramukh Sachiv, Uttar Pradesh Shashan, the land use of the aforesaid property was converted from Commercial (Kutir Udyog) in to Residential and a publication was made in the Sarkari Gazette published by Uttar Pradesh Shashan dated 16 March, 2016 and thus the property owned by the Owner-First Party was declared residential;

AND WHEREAS the Owner-First Party is interested in developing the aforesaid freehold residential Plot by construction of a "Multistoried Residential/Commercial Complex" as may be permitted by the Prayagraj Development Authority, Prayagraj.

AND WHEREAS "The Builder/Developer-Second Party" offered to develop the said "Multistoried Residential/Commercial Complex" (hereinafter referred to as ("Project" and/or "Project") as may be permitted by the Prayagraj Development Authority, Prayagraj over the aforesaid freehold Plot and the aforesaid offer has been accepted by the Owner-First Party as per terms and conditions given herewith in this Builders/Development Agreement.

AND WHEREAS based on the mutual representation and assurances given by the Parties hereto, both the Parties have decided to develop the aforesaid Plot for constructing a Multistoried Residential/Commercial Complex over the same.

AND WHEREAS on the basis of aforesaid representations and finding the same to be true, the Builder/Developer-Second Party have decided to develop the aforesaid Plot and agreed for the construction of Multistoried Residential/Commercial Complex as may be permitted by the Prayagraj Development Authority, Prayagraj by its own investment and money on the Said Plot described and details below in this deed on the terms and conditions as contained hereinafter and the Owner-First Party shall not claim any money from the Builder-Second Party for the Expenses incurred regarding the Map Approval until the Date of this agreement.

**WHEREAS** the First Party/Promoter has decided to develop a residential group housing scheme on total area of 6592.00 Sq. Mtrs acquired in the **JVA** of the aforesaid plot situated at Arazi No 43, Area 5792 Sq Meters and 41/1, area 800 Sq Meters in village Chak Dondi, Pargana Arail, Teshil Karchana. Distt. Prayagraj having House No 536/221 Mohalla Chak Dondi Pravagraj. Initially the development plan has been submitted to develop 6592.00 Sq. Meter land of aforesaid plot in Phase I and the Authority had permitted construction of Residential Apartments under Group Housing Scheme. Accordingly the Authority had accorded permission to construct Total 181 Apartments & 1 Community Hall in Ground Floor vide **Permit No. PDA/BP/22-23/0022 Dated 15-12-2023** and the First Party/Promoter have decided to name the housing complex as "**MAHALAKSHMI APARTMENTS LLP**".

- A. The First Party/Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other local laws as applicable except the changes which may be permitted by the Prayagraj Development Authority on Account of Purchasable FAR or compoundable FAR without making any changes in the Flat hereby agreed to be sold.
- B. The First Party/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the First Party/Promoter regarding the said land on which Project is to be constructed have been completed.
- C. The Land is free from all encumbrances.
- D. The First Party/Promoter has conceived and is in the process of constructing and developing a real estate project known as "**MAHALAKSHMI APARTMENTS LLP**" situated of Arazi No 43, Area 5792 Sq Meters and 41/1, area 800 Sq Meters in village Chak Dondi, Pargana Arail, Teshil Karchana. Distt. Prayagraj having House No 536/221 Mohalla Chak Dondi Prayagraj (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned Prayagraj Development Authority and which inter-alia comprising of Flats/ plots/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and part of Land admeasuring 6592.00 square meters and latitude & longitude of the end points of the Project are **25.401550: 81.839284** respectively.
- E. Approval of specifications of the Project and permission of building construction up to 38.64 meters height (12<sup>th</sup> Floor) under the relevant legal provisions has been accorded vide **Permit No. PDA/BP/22-23/0022 Dated 15-12-2023** by the Prayagraj Development Authority.

*Details of N.O.C obtained from various departments for the sanction of the map from Prayagraj Development Authority are as under:-*

- Provisional Fire NOC for the Project has been accorded by the Fire Fighting Authority Prayagraj vide Permit No. UPFS/2023/73082/ALB/ALLAHABAD/1435/CFO dated 03.02.2023.

- The Superintendent of Police (Traffic) Prayagraj NOC has been accorded by the Permit No. ST/ADCPT/NOC (17)/2023 dated August 2023.
- The Nagar Nigam Prayagraj NOC for the Project has been accorded by the Permit No. 299/NOC/STCE/2023 dated 03.08.2023.
- Jal Nigam Prayagraj NOC has been accorded by the Permit No. 332/Jal KalVibag/Jachdal/22-23 dated 31.01.2023.
- SDM NOC Prayagraj has been accorded dated \_\_\_\_\_.
- Jail NOC has been accorded by the Permit No. 37192/nam-2/Naini Group Housing Nirman/2022 dated 24.01.2022.

F. The First Party/Promoter has a separate account in Kotak Mahindra Bank.

**Account Name** :  
**Account No** :  
**IFSC Code** :  
**Bank Name** :  
**Branch Address** :

G. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as per Sanctioned MAP.

H. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sludge water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :-

I. *"The project is situated on Chak Dondi, Naini and basic amenities like water mains and sewer lines is present at site, 11KV Electric line is present at site and street lighting will be provided at site and 24 hours water supply along with 24 hours power back up will be ensured by overhead tanks which will be filled by Bore wells and Individual RO water filter system will be provided in each flats for proper clean drinking water. Rain water harvesting system is also provided at site for storm water and sewer chamber tanks are provided for disposal of*

*sludge water. Firefighting services and emergency evacuation systems are provided as per the NBC-2016.*

- J. The Allottee(s), being aware of the Project and details given in the advertisements/brochures about the Project made by the First Party/Promoter and/or on visiting the model of the Flat/ Building, has applied for allotment and to purchase a flat (hereinafter referred to as the 'Unit') in the Project vide its **Application dated \_\_\_\_\_** and had paid **Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ Only)** as booking amount including application fee (not being more than 10% of the cost of the Flat as provided in sub-section (1) of section 13) of the Act and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per the terms and conditions of this Agreement.
- K. The Allottee(s) had applied vide application **dated \_\_\_\_\_** and had paid **Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ Only)** as initial advance, and has been allotted **Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor** having **Carpet Area = \_\_\_\_\_ Sq. Mtrs, Balcony Area = \_\_\_\_\_ Sq. Mtrs, Total Carpet Area = \_\_\_\_\_ Sq. Mtrs, Built-up area = \_\_\_\_\_ Sq. Ft or \_\_\_\_\_ Sq. Mtrs, Super Built-up area = \_\_\_\_\_ Sq. Ft or \_\_\_\_\_ Sq. Mtrs** situated on **\_\_\_\_\_ Floor** along with **Reserved Parking in the parking plan sanctioned by Prayagraj Development Authority** as permissible under the applicable law and prorata share in the land as defined under clause (d) of Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules 2016 of the aforesaid Group Housing Scheme Known as "**MAHALAKSHMI APARTMENTS LLP**" fully described at the end of this deed and is entitled to sell and receive sale consideration of the said Flat hereby agreed to be sold.
- L. The Parties have gone through all the terms & conditions set out in this agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- M. The Parties, relying on the confirmations, representations and assurances of each other and to faithfully abide by all the terms & conditions and stipulated in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions mentioned hereinafter.

N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the First Party/Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase flat.

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING THE TERMS AND CONDITIONS, NAMELY:-**

**1. TERMS AND CONDITIONS:**

**1.1** Subject to the terms & conditions as detailed in this Agreement, the First Party/Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby has agreed to purchase the flat as specified in **Para 'K'**.

**1.2** Both the parties confirm that they have read and understood the provisions of section -14 of the Act.

**1.3** The Total Price for the **Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor** (hereinafter referred as Unit is **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** which shall prevail over all the other terms & conditions given in our brochures, advertisements, price lists & any other sale documents as well as overrides all/ any other previous communications either verbal or written.

Flat No.	
Type	
Floor	
Carpet Area and Balcony area as per the Act.	<b>Carpet Area = _____ Sq. Mtrs, Balcony Area = _____ Sq. Mtrs, Total Carpet Area = _____ Sq. Mtrs.</b>
Built-up area of the Flat	<b>_____ Sq. Ft</b>
Super Built-up area of the Flat	<b>_____ Sq. Ft</b>
P.L.C (Preference Location Charge)	Including
Reserved Parking	Including
<b>Total Price [ In Rupees ]</b>	<b>Rs.</b>
<b>OTHER CHARGES PAYABLE OVER AND ABOVE THE PRICE</b>	
Charges on account of Electricity Load Sanction and Transformer	Approximately <b>Rs. 10,000.00</b> per KVA but will be charge as per the actual expenses incurred for connection and installation of transformers as per the load requirements.
Power Back-up	N.A.

I.F.M.S (Interest Free Maintenance Security)	Rs.25/- Per Sq. Feet
Present Rate of GST on sale Price (to be payable along with each and every payment)	As per Actual Rate of GST applicable
Two Year Maintance Charge (Rs. 1 Per Sq. Ft on Super-Built-up Area per month) for Twenty-Four Month.	Rs.

**Explanation: -**

(i) That Total price above includes the booking amount **Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ Only)** paid by the allottee(s) to the First Party/Promoter towards the flat/Apartment as mentioned in **Para "J"** the following:

➤ **Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ Only)** vide **Cheque No. \_\_\_\_\_** dated \_\_\_\_\_, drawn on \_\_\_\_\_.

(ii) The Total Price above includes all taxes (consisting of tax paid or payable by the Promoter by way of Nagar Nigam, Jal Nigam etc. or any other similar taxes which may be levied, in connection with the development of the Project payable by the First Party/Promoter, by whatever name called) up to the date of the handing over the possession of the Land/Plot related to transfer or sale of the Flat/Apartment to the Allottee(s) and the project to the association of Allottee's or the competent authority, as the case may be after obtaining the completion certificate. The Allottee(s) has understood the same and will not raise any objection in this regard in future.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the First Party/Promoter shall be increased/reduced based on such change/modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the P.D.A, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, and the same shall not be charged from the Allottee(s).

(iii) The First Party/Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the First Party/Promoter within the time and in the manner specified therein. In addition, the First Party/Promoter shall provide to the Allottee(s) the details

of the taxes paid or demanded along with the notifications with dates from which such taxes/levies etc. have been imposed.

**(iv)** The Total Price of Flat includes price of indivisible prorata share of land, construction of, not only the Flat but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat, elevator, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat and the Project.

**1.4** The Total Price is free from escalation save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the Prayagraj Development Authority and any other increase in charges which may be levied or imposed by the Prayagraj Development Authority, from time to time. The First Party/Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, imposed by the Prayagraj Development Authorities, the First Party/Promoter shall enclose the said notification to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase in any development charges 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(s).

**1.5** As mentioned in **Para '1.1.(i)'** above, the First Party/Promoter has already received booking amount from the Allottee(s) a sum of **Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ Only)** out of the total price **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** and the Allottee(s) agrees and undertakes to pay the balance amount of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** of the total price strictly in accordance with the payment plan given below:-

Sr. No	Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Terms & Conditions No.1.2	Installment Amount in Rs.	Approximate Period within which the installment amount is to be paid by the Allottee
	<b>Total Price of the Flat No. ___ on ___ Floor, Rs. _____ (Rupees Only)</b>			
1.	At the time of Booking	10%	4,49,000.00	Due
2.	At the time of execution of Regd. Agreement to Sell or Starting of the Excavation.	10%	2,69,400.00	Due
3.	At the time of starting of Basement Floor Slab.	10%	2,69,400.00	Due
4.	At the time of starting of Stilt Floor Slab.	6%	2,69,400.00	Due
5.	At the time of starting of First Slab.	6%	2,69,400.00	Due
6.	At the time of starting of Second Slab.	6%	2,69,400.00	Due
7.	At the time of starting of Third Slab.	6%	2,69,400.00	Due
8.	At the time of starting of Fourth Slab.	6%	2,69,400.00	Due
9.	At the time of starting of Fifth Slab.	6%	2,69,400.00	25/05/2023
10.	At the time of starting of Sixth Slab.	6%	2,69,400.00	06/08/2023
11.	At the time of starting of Seventh Slab.	6%	2,69,400.00	14/10/2023
12.	At the time of starting of Eighth Slab.	6%	2,69,400.00	26/12/2023
13.	At the time of starting of Ninth Slab.	6%	2,69,400.00	02/03/2024
14.	At the time of starting of Tenth Slab.	6%	2,69,400.00	11/05/2024
15.	At the time of starting of Eleventh Slab.	6%	2,69,400.00	02/07/2024
16.	At the time of possession and execution of Sale Deed.	6%	2,69,400.00	06/11/2024
	<b>Total Sale Price</b>	<b>100%</b>	<b>44,90,000.00</b>	

**1.5** The First Party/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @12% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision, once granted to an Allottee(s) by the First Party/Promoter.

**1.6** It is agreed that the First Party/Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Flat/ Plot without the previous written consent of the Allottee(s) & AOA/RWA as the case may be as per the provisions of the Act.

Provided that the First Party/Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and/or Competent Authority.

**1.7** The First Party/Promoter shall confirm to the final carpet areas that have been allotted the Allottee(s) after in the construction of the building is complete and the completion certificate being granted by the Prayagraj Development Authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the First Party/Promoter. If there is reduction in the carpet area then the First Party/Promoter shall refund the excess money paid by Allottee(s) within 45 days from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, which is not more than three(3%) percent of the carpet area of the Flat, allotted to the Allottee(s), the First Party/Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate to be calculated on prorata basis.

**1.8** Subject to Term No. 1 the First Party/Promoter agreed and acknowledges, the Allottee(s) shall also have the right to the Flat as mentioned below:

- (i)** The Allottee(s) shall have exclusive ownership of the Flat.
- (ii)** The Allottee(s) shall also have undivided proportion at ownership and share in the common areas. Since the interest of Allottee(s) in common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the First

Party/Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the Prayagraj Development Authority.

**(iii)** That the computation of the price of the Flat includes recovery of price of land, construction of, not only the Flat but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat, elevator, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Flat and the Project.

**(iv)** The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Flat.

**1.9** It is made clear by the First Party/Promoter and the Allottee(s) agrees that the Flat along with **One Reserved Parking Space No. 58 provided in the Parking space marked in Red color in the Stilt Floor parking plan as Schedule “C”** 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 and is not a part of any other project or zone and shall not form a part of or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

**1.10** The First Party/Promoter agrees to pay all dues before transferring the physical possession of the Flat to the Allottee(s) which it has collected from the Allottee(s), for the payment of dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to Nagar Nigam Prayagraj Development Authority, banks and financial institutions, which are related to the Project). If the First Party/Promoter fails to pay all or any of the dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Flat to the Allottee(s), the First Party/Promoter agrees to be liable, even after the transfer of the property, to pay such dues 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(s) has paid a sum of **Rs. 1,00,000.00 (Rs. One Lakh Only)** as booking amount being part payment towards the Total Price of the Flat at the time of application the receipt of which the First Party/Promoter hereby acknowledges the receipt of the same and the Allottee(s) hereby agrees to pay the remaining price of the Flat as prescribed in the **payment plan at Term No.1.5** above as may be demanded by the First Party/Promoter within the time and 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.

**1.12** That the height of the Flat agreed to be sold is from Floor up to the Ceiling of the Flat.

**1.13** That the Allottee(s) agrees to pay all taxes, charges, payable in respect of his unit to the State Government, Central Government or any other authorities empowered to impose the same regarding the transfer of this Flat by the First Party/Promoter to the Allottee(s).

**1.14** That the Allottee(s) shall not store in his unit any goods of hazardous or combustible nature or which are so heavy as to effect the construction or structure of the unit.

**1.15** That the Allottee(s) shall not use or cause to be used the demised unit or any portion thereof for any purpose whatsoever other than that for the residential purposes.

**1.16** That the electricity connection of the project shall be got approved in the name of the residents welfare society at the cost of the First Party/Promoter and all the Allottee(s) /Owner of the Independent Unit/plots shall take their individual connection from the electricity department at their own cost and shall compulsory pay all the charges as per rules of the electricity department framed/being framed by the government in this regard without creating any liability on the First Party/Promoter. That the installation of Transformer shall be done by the First Party/ Promoter at the cost of all the Allottee(s) of the said project.

**1.17** That the entire expenses for execution and registration of this deed as well as the sale deed or any other supplementary deed/deeds including typing charges, stamp duty registration fees and other miscellaneous expenses shall be exclusively borne by the Allottee(s) and the First Party/ Promoter shall not be responsible for the same in any manner whatsoever and in case any further stamp duty or penalty is levied then the same shall be liability of Allottee(s).

**1.18** That the Allottee(s) shall not be entitled to change the elevation of the building.

**1.19** That the Allottee(s) undertakes not to make change any in structural design, construction nor will he be entitled to remove any wall etc. neither create any openings in the walls in the premises hereby sold to them.

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

Subject to the terms of the agreement and the First Party/Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the First Party/Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "**JMD Infraestate Pvt. Ltd**" payable at Prayagraj.

<b>Account Name</b>	<b>:</b>	<b>JMD Infraestate Private Limited</b>
<b>Account No</b>	<b>:</b>	<b>1045597357</b>
<b>IFSC Code</b>	<b>:</b>	<b>KKBK0005076</b>
<b>Bank Name</b>	<b>:</b>	<b>Kotak Mahindra Bank</b>
<b>Branch Address</b>	<b>:</b>	<b>K. P. Kakkar Road, Prayagraj.</b>

All payments shall be made by cheques, and/ or pay orders, and/ or demand drafts, drawn in favour of the First Party/Promoter, or if directed by the First Party/Promoter, in its discretion, by direct bank transfer/ RTGS/ NEFT deposited by the Allottee(s) in the First Party/Promoter's Bank Account, along with the applicable Taxes thereon; subject to deduction of applicable TDS. As per the Income Tax Act, 1961 TDS is presently 1% (One Percent) of all amounts to be paid to the "Transferor", that is, in the present case, to the First Party/Promoter (in installments or otherwise), which TDS shall be deducted by the Allottee(s) at the time of making payments and remitted in government account in accordance with the provisions of the Income Tax Act, 1961 only if the sale consideration is above 50 Lakh.

The Receipt would be valid only after realization of the said Cheque/ Demand Draft/ Bankers Cheque or Online Payment (as applicable) in the account of the First Party/Promoter. (In case Cheque is dishonored for any reason whatsoever; the First Party/Promoter may demand for an administrative handling charge of Rs. 750/- (Rupees Seven Hundred Fifty Only) per instances.

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

**3.1** The Allottee(s), if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the First Party/Promoter with such permission, approval which would enable the First Party/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 FEMA (Foreign Exchange Management Act), 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA (Foreign Exchange Management Act), 1999 or other laws as applicable, as amended from time to time.

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

**4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

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

**5. TIME IS ESSENCE:**

The First Party/Promoter shall abide by the time period for completing the Project as disclosed at the time of registration of the Project with the P.D.A and towards handing over the Flat to the Allottee(s) and the common areas to the Maintenance Society or the Prayagraj Development Authority, as the case may be. Similarly, the Allottee(s) 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 First Party/Promoter as provided in Payment Plan.

**6. CONSTRUCTION OF THE PROJECT:**

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Flat and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the Prayagraj Development Authority, as represented by the First Party/Promoter. The First Party/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the First Party/Promoter undertakes to strictly abide by such plan as approved by the Prayagraj Development Authority and shall also strictly abide by the by-laws, FAR, and density norms and provisions prescribed by the relevant building by-laws and shall not have an option to make any variation in such plans, other than in the manner provided under the Act, and any breach of this clause by the First Party/Promoter shall constitute a material breach of this Agreement.

**7. POSSESSION OF THE FLAT:**

**7.1** Schedule for possession of the said Flat or Plot – The First Party/Promoter agrees and understands that timely delivery of possession of the Flat to the Allottee (s) and the common areas to the Maintenance Society or the Prayagraj Development Authority, as the case may be, is the essence of the Agreement. The First Party/Promoter assures to handover possession of the Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or

any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee (s) agrees that the First Party/Promoter shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the First Party/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the First Party/Promoter shall refund to the Allottee(s) the entire amount received by the First Party/Promoter from the Allottee with interest within 120 days (One Hundred Twenty Days) from that date. The First Party/Promoter shall intimate the Allottee about such termination at least (30) thirty days prior to such termination. After refund of the money paid by the Allottee (s), the Allottee (s) agreed that he/she/they shall not have any rights, claims etc. against the First Party/Promoter and the First Party/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of the First Party/Promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The First Party/Promoter shall not charge more than the normal maintenance charges from the allottees.

**7.2 Procedure for taking possession**- The First Party/Promoter upon obtaining the completion certificate from the Prayagraj Development Authority shall offer in writing the possession of the Flat, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee(s) shall be carried out by the First Party/Promoter within three months from the date of issue of completion certificate. The First Party/Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the First Party/Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The First Party/Promoter shall handover the completion certificate of the Flat, as the case may be, to the Allottee(s) at the time of conveyance of the same.

**7.3 Failure of Allottee(s) to take possession of Flat**-- Upon receiving a written intimation from the First Party/Promoter as per Term No. 7.2 Above, the Allottee(s)

shall take possession of the Flat from the First Party/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the First Party/Promoter shall give possession of the Flat to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges at the rate of Rs. 2/- per sq. per month of carpet area (in case of Flats) and at the rate of Rs. 1/- per sq. per month (in case of plots) for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified under Term No. 7.2 above.

**7.4 Possession of the Allottee(s)**- After obtaining the completion certificate and handing over physical possession of the Flat to the Allottee(s), it shall be the responsibility of the First Party/Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the Prayagraj Development Authority , as the case may be, as per the local laws:

Provided that, in the absence of applicable law, the First Party/Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the Prayagraj Development Authority, as the case may be, within (30) thirty days after obtaining the completion certificate.

**7.5 Cancellation by Allottee**- The Allottee(s) shall have the right to cancel his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel the unit from the Project without any fault of the First Party/Promoter, the First Party/ Promoter herein is entitled to forfeit the booking amount allotment along with all/any taxes, duties, cess, etc. deposited by the First Party/Promoter to the concerned department/authority in respect of the said Unit The First Party/Promoter shall refund 50% (Fifty Percent ) of the balance amount of money paid by the allottee(s) within 45 (Forty Five) days of such cancellation/withdrawal and remaining 50% (Fifty Percent ) of the balance amount on re-allotment of the Flat or at the end of one year from the date of cancellation/withdrawal, whichever is earlier. Allottee(s) is also required to pay all other penalties and interest liabilities due as on the date of such termination. The First Party/Promoter shall inform the previous allottee, the date of re-allotment of the said Plot and also display this information on official website of UP RERA on the date of re-allotment.

**7.6 Compensation** – The First Party/Promoter shall compensate the Allottee(s) 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 the 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 First Party/Promoter fails to complete or is unable to give possession of the said Flat (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the First Party/Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with interest including compensation in the manner as provided under the Act within (45) forty-five days of it becoming due:

Provided that where if the Allottee(s) does not intent to withdraw from the Project the First Party/Promoter shall pay the Allottee(s) interest for every month of delay, till the handing over of the possession of the Flat, which shall be paid by the First Party/Promoter to the Allottee(s) within forty-five days of it becoming due.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE FIRST PARTY/PROMOTER:**

The First Party/Promoter hereby represents and warrants to the Allottee(s) as follows:

- A.** The First Party/Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project; (In case the First Party/Promoter is not owner of the Land, give details of collaboration with such owner).
- B.** The First Party/Promoter has lawful rights and requisite approvals from the Prayagraj Development Authority to carry out development of the Project;
- C.** There are no encumbrances upon the said Land or the Project; (In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land).
- D.** There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit; (In case litigation, give details).

- E. All approvals, licenses and permits issued by the Prayagraj Development Authority with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the First Party/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas.
- F. The First Party/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(s) created herein, may prejudicially be affected.
- G. The First Party/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any other person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- H. The First Party/Promoter confirms that the First Party/Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.
- I. At the time of execution of the conveyance deed the First Party/Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society.
- J. The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property.
- K. The First Party/Promoter has duly paid and shall continue to pay all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Prayagraj Development Authority till the completion certificate has been issued by P.D.A and possession of the Flat along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Maintenance Society or the Prayagraj Development Authority , as the case may be.
- L. No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for

acquisition or requisition of the said property) has been received by or served upon the First Party/Promoter in respect of the said Land and the Project.

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

**9.1** Subject to the Force Majeure clause, the First Party/Promoter shall be considered under a condition of default, in the following events, namely:-

- (i) The First Party/Promoter fails to provide ready to move in possession of the Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, as the case may be, has been issued by the Prayagraj Development Authority.
- (ii) Discontinuance of the First Party/Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made there under.
- (iii) Any temporary suspension of the Registration of the Project under the Act shall be considered to be a Force Majeure event till the matter is sub-judice.

**9.2** In case of default by the First Party/Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

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

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the First

Party/Promoter, interest for the period of delay till the handing over of the possession of the Flat, which shall be paid by the First Party/Promoter to the Allottee within forty-five days of it becoming due.

**9.3** The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i)** In case the Allottee(s) fails to make payments for 2 consecutive demands made by the First Party/Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the First Party/Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules. The First Party/Promoter must not be default to take this benefit;
- (ii)** In case of default by Allottee(s) under the conditions listed above continues for a period beyond 3 consecutive months after notice from the First Party/Promoter in this regard, the First Party/Promoter may cancel the allotment of the Flat in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The First Party/Promoter must not be default to take this benefit;

Provided that the First Party/Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

**General rights and remedies available to the promoter:**

- (i) Upon termination of this Agreement by the First Party/Promoter, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The First Party/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 First Party/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 First Party/Promoter under this Agreement, the First Party/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 Act/ Rules /Regulations.

**10. CONVEYANCE OF THE SAID FLAT:**

The First Party/Promoter, on receipt of Total Price of the Flat/ Plot as per Term No.1.2 under the Agreement from the Allottee(s) shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in common areas within three months from the date of issuance of the completion certificate, as the case may be, to the Allottee(s).

Provided that, in absence of local law, the conveyance deed in favour of the Allottee(s) shall be carried out by the First Party/Promoter within three months from the date of issue of completion certificate.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the First Party/Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the First Party/Promoter is made by the Allottee(s).

**11. MAINTENANCE OF THE SAID BUILDING/ FLAT/ PROJECT :**

The First Party/Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project as per the Act. The cost of such maintenance charges including GST (if any) thereon for 1 (one) year from the date of completion certificate has been included in the total price of the Flat. As and when the common areas and facilities of this project are taken over by competent authority/ association of the allottee(s)/Maintenance Society, the competent authority/ association of the allottee(s)/Maintenance Society will handle the maintenance, repairs, safety and security of such common areas and facilities from the date of taking over.

**12. DEFECT LIABILITY :**

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

**13. RIGHT TO ENTER THE FLAT FOR REPAIRS:**

The First Party/Promoter Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the First Party/Promoter Maintenance Society to enter into the Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

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

**15. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT / PLOT:**

**15.1** Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat, and keep the said Flat, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

**15.2** The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee(s) also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Flat.

**15.3** The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the First Party/Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee(s) shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

**15.4** The Allottee(s) 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 Project or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.

**15.5** The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Unit. Further, the Allottee(s) 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 First Party/Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

The First Party/Promoter undertakes that it shall not make additions or put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the Prayagraj Development Authority including construction over purchasable additional FAR disclosed, except for as provided in the Act. Presently the First Party/Promoter has got sanctioned their group housing scheme as per the regular permitted Basic FAR of 1.5 & shall obtain sanction as per purchasable FAR by the Prayagraj Development Authority (ADA) as per the permitted purchasable FAR which is 50% of the Basic permitted FAR and 10% of the total constructions as compoundable FAR and the Allottee(s) has given his consent in this regard for the purposes of sub clause (ii)of clause 2 of section 14 of the Act to the First Party/Promoter without making any changes in the Allottee(s) Flat hereby agreed to be sold except such minor changes or alterations as per the provisions of the Act.

**18. FIRST PARTY/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the First Party/Promoter executes this Agreement he shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Flat. However the First Party/Promoter can raise finance, loan from any financial institution/Bank by way of mortgage/charge securitization of receivable's or in any other mode or manner by charge/mortgage of the project without affecting the rights and interest of the Allottee(s) in respect of the flat under this agreement.

**19. U.P FLAT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010:**

The First Party/Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the U.P Flat (Promotion of Construction, Ownership and Maintenance) Act, 2010. The First Party/Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

**20. BINDING EFFECT:**

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

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. And supersedes any and all understandings, any other agreements, allotment letter, correspondences, and arrangements whether written or oral, if any, between the Parties in regard to the said flat, as the case may be.

**22. RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Flat and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes. The Allottee(s) is not authorized to transfer this agreement without the written consent of the First Party/Promoter.

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

**24.1** The First Party/Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee(s) in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the First Party/Promoter in the case of one allottee(s) shall not be construed to be a precedent and /or binding on the First Party/Promoter to exercise such discretion in the case of other Allottee(s).

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

**25. SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in the Project, the same shall be the proportion which the carpet area and super built up area of the Flat bears to the total carpet area and super built up area of all the Flats in the Project.

## **27. ASSIGNMENT**

The Allottee(s) shall not be entitled to get the name of his assignee(s) substituted in his place without the prior approval of the First Party/Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The allottee(s) assures that the First Party/Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the Allottee(s) and his Assignee(s). The terms and conditions of this Agreement, shall be binding upon the assignee(s) with full force and effect and he shall be liable to make all payments as specified in this Agreement. It is distinctly understood by the allottee that upon such transfer, the Allottee(s) shall no more be entitled to any privileges and facilities, if any, available in the said unit arising from the allotment of the said Flat. In case the Allottee(s) wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the First Party/Promoter to his spouse/children/parents and HUF, the First Party/Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing allottee(s) of the unit shall be liable to pay Transfer Fee of Rs. 50.00 per Sq Ft (plus GST/ Service Tax/VAT and other applicable taxes) of the unit to the First Party/Promoter for each subsequent transfer(s). The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

Further The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ assignment and the First Party/Promoter shall always be kept indemnified by the Allottee(s) against all consequences arising out of such assignment.

Any change in the name of the registered Allottee(s) with the First Party/Promoter shall be deemed as transfer or assignment for this purpose. Any purported assignment by the Allottee(s) in violation of terms of this Agreement shall be a default of the part of the Allottee(s) entitling the First Party/Promoter to cancel this Agreement.

The Allottee(s) and the persons to whom the unit is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the First Party/Promoter and / or its nominee may ask it to do from time to time which are required under the Act.

## **28. INDEMNIFICATION:** The Allottee(s) shall, without prejudice to any other rights of the First Party/Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the First Party/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 First Party/Promoter or which the First Party/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 First Party/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 First Party/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 First Party/Promoter under this Clause shall be in addition to any other rights and remedies available to the First Party/Promoter under Applicable Laws, equity and this Agreement.

#### **29. 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.

#### **30. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the First Party/Promoter through its authorized signatory at the First Party/Promoter Office, or at some other place, which may be mutually agreed between the First Party/Promoter and the Allottee(s), in Prayagraj after the Agreement is duly executed by the Allottee(s) and the First Party/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar-I at Prayagraj (specify the address

of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Prayagraj.

**31. NOTICES:**

All the notices to be served on the Allottee(s) and the First Party/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee (s) or the First Party/Promoter by registered post at their respective addresses specified below:-

<b>M/s. JMD Infraestate Pvt. Ltd</b>	<b>Yash Kumar Lakhmani &amp; Raj Kumari</b>
<b>12/16 Mayo Road, Prayagraj-211001</b>	<b>66C/2B, Pura Fateh Mohammad Ram Nagar, Naini, Prayagraj- 211008.</b>

It shall be the duty of the Parties to inform each other of any changes 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 First Party/Promoter or the Allottee(s), as the case may be.

**32. JOINT ALLOTTEE:**

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

**33. SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the Flat, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such Flat, as the case may be, shall not be construed to limit the rights and interests of the allottee(s) or the First Party/Promoter under the agreement for sale, under the Act, the rules or the regulations made there under.

**34. 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, rules and regulations made there under including other applicable laws of India for the time being in force.

**35. DISPUTE RESOLUTION:**

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

(Note: - Any other terms & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made there under.)

*Signed and delivered by the herein mentioned Allottee(s) in the presence of witnesses at Prayagraj.*

Signature and Thumb	Signature and Thumb
<i>Yash Kumar Lakhmani</i>	<i>Raj Kumari</i>

*Signed and delivered by the herein mentioned First Party/Promoter in the presence of witnesses at Prayagraj.*

<b><u>SIGNED AND DELIVERED BY THE FIRST PARTY/PROMOTER</u></b> For and on behalf of M/s: JMD Infraestate Pvt. Ltd.	
Name: -	<b>Mr. Rajesh Kumar Gupta</b>
<u>Signature and Thumb</u> <b>{ Mr. Rajesh Kumar Gupta }</b>	
Designation	: Authorized Signatory

***IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at Allahabad. In the presence of attesting witness, signing as such on the day first above written.***

WITNESSES	PHOTO
<p><b>1. Saurabh Tiwari</b>            S/o Shri Chandrika Prasad Tiwari            R/o, Gariya Kala,Jari Bajar,            Prayagraj.            Mob. 8574817065            Occupation: Business            Aadhaar No. 2455-0339-9405</p>	
<p><b>2. Devesh Kumar Srivastava</b>            S/o Late Chandra Kishor Srivastava            R/o, 209D/R/9M, Kalindipuram,            Prayagraj- 211011 (U.P.)            Mob No: 7991278888            Occupation: Private Service            Aadhaar No. 539485178943</p>	

<b>SCHEDULE 'A'</b>	<b>PAYMENT PLAN</b>
<b>SCHEDULE 'B'</b>	<b>SANCTIONED FLOOR LAYOUT PLAN</b>
<b>SCHEDULE 'C'</b>	<b>PARKING PLAN</b>
<b>SCHEDULE 'D'</b>	<b>LETTER OF AUTHORIZATION</b>
	[The Schedules' to this Agreement to sell shall be as agreed to between the Parties]

**Drafted By : Shahbaz Shakeel (Advocate Reg No. UP24141/22)**

**Typed By : Ritu Gupta**

**SCHEDULE "A"****Payment Plans****Basic Payment Plan Construction Linked Plan (CLP)**

1. 10% at the time of Booking.
2. 6% at the time of execution of Regd. Agreement to Sell or Starting of the Excavation.
3. 6% at the time of starting of Basement Floor Slab.
4. 6% at the time of starting of Stilt Floor Slab.
5. 6% at the time of starting of First Floor Slab.
6. 6% at the time of starting of Second Floor Slab.
7. 6% at the time of starting of Third Floor Slab.
8. 6% at the time of starting of Fourth Floor Slab.
9. 6% at the time of starting of Fifth Floor Slab.
10. 6% at the time of starting of Sixth Floor Slab.
11. 6% at the time of starting of Seventh Floor Slab.
12. 6% at the time of starting of Eighth Floor Slab.
13. 6% at the time of starting of Ninth Floor Slab.
14. 6% at the time of starting of Tenth Floor Slab.
15. 6% at the time of starting of Eleventh Floor Slab.
16. 6% at the time of possession and execution of Sale Deed.