

AGREEMENT FOR SALE/LEASE

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

By and Between

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

AND

Mr./ Ms. _____, (Aadhar No. _____) son / daughter of _____ aged about _____ years, residing at _____, (PAN _____), and
Mr./ Ms. _____, (Aadhar No. _____) son / daughter of _____ aged about _____ years, residing at _____, (PAN _____), (hereinafter referred to as the "**Allottee**" or "**Allottees**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her respective 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**".

DEFINITIONS:

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

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016(16 of 2016)and the rules made thereunder, including the applicable Real Estate (Regulation and Development) Rules, 2016 for the State of Uttar Pradesh and such amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Government Authority from time to time;
- (b) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority;
- (c) "**Government**" means the Government of Uttar Pradesh;
- (d) "**Rules**" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (e) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (f) "**section**" means a section of the Act;
- (g) "**NOIDA**" shall mean New Okhla Industrial Development Authority;

Other capitalized terms in this Agreement shall have the meanings as respectively assigned to them in **Schedule-I**. Any word or phrase defined in the body, or schedules, or annexures, of this Agreement, as opposed to being defined in **Schedule-I** shall have the meaning assigned to such word or phrase in this Agreement.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of _____ totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ (“**Said Land**”) vide sale/lease deed(s) dated _____ registered in the office of sub-registrar _____ in book No-1, Volume _____ at pages _____ as documents No. _____ dated _____.
- B. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ multistoried apartment buildings and [insert any other components of the Project] and the said project shall be known as ‘ _____ ’ (“**Project**”);
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Promoter regarding the Said Land and Project have been complied with;
- D. The NOIDA Authority has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration no. _____;
- E. Plans and necessary Approvals for the Project have been obtained as required for the construction of the Project from relevant government authorities including NOIDA. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Noida on _____ under Registration No. _____;
- G. The Allottee/s had applied to the Promoter for an Apartment in the Project along with Parking Space/s. The application no. _____ dated _____ and the details of the allotted apartment including carpet area are described in detail under **Schedule-VI** hereunder;
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the Applicable Laws applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the Apartment along with exclusive right to use the Parking Space as specified herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to transfer/ sell or cause such transfer/ sale to the Allottee/s and the Allottee/s hereby agree/s to purchase the Apartment as specified in **Schedule-III**.
- 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 Apartment based on the carpet area is Rs. _____ (Rupee_____ only) ("**Total Price**") as more specifically described **Schedule-VII**.
- 1.4 The Total Price above includes the Booking Amount paid by the Allottee/s to the Promoter towards the Apartment. The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid the any and all amounts including Booking Amount to the Promoter on or prior to the execution of this Agreement.
- 1.5 The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the Allottee and the Project to the Association of Apartment Owners or the competent authority, as the case may be, after obtaining the completion certificate:
- Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification:
- Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- 1.6 The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated herein above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein under the Payment Plan. 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;
- 1.7 The Allottee/s confirms to have satisfied himself/ herself/ themselves/itself in respect of all documents and records relating to the Project Land and the Project, including relevant Approvals and Plans thereof, including the rights of Promoter to develop the Said Land and allot the Apartment and cause the transfer thereof.
- 1.8 The Allottee/s agree/s and undertake/s to deliver to the Promoter, an original TDS Certificate, by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s. Without prejudice to non-payment of TDS, and/or the non-delivery of TDS Certificate/s as aforesaid, being an Allottee/s Event of Default, the Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS along with Interest, on or before the Date of Offer of Possession. On the Allottee/s producing the TDS Certificate and the Promoter receiving the credit for the TDS, the deposit amount shall be refunded after deducting Interest therefrom in respect of for the period of delay in payment of TDS by the Allottee/s to the Government.
- 1.9 The Total Price shall be free of escalation, save and except the escalation/increases which the Allottee/s hereby agree/s to pay, due to escalation/increase on account of development

fee payable to the Governmental Authorities and/or any other increase in charges which have or may be levied or imposed by any Governmental Authorities from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development fee, cost/charges imposed by the Governmental Authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The Promoter shall thus be entitled to an increase in the Total Price proportionate to the extent of such escalations/increases. Such additional Total Price shall be determined by the Promoter and shall be due and payable as and when communicated by the Promoter to the Allottee/s.

Provided that if there is any new imposition or increase of any development fee after the expiry of the schedule date of completion, or any extension thereof granted by the Authority, 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.

- 1.10 The Allottee/s shall make the payment as per the payment plan set out in **Schedule-VII** (“**Payment Plan**”).
- 1.11 On and from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Apartment or not), the Allottee/s shall be continuously bound and liable to bear and pay in respect of the Apartment, his/her/their/its share of the outgoings, maintenance charges, comprising of general maintenance, including but not limited to property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premium, parking maintenance charges, management and upkeep of the Project, and such other charges expenses necessary or incidental for maintenance and upkeep of the Project. For the purpose of payment of maintenance charges in common with other allottees/purchasers of the Project, the same shall be in proportion to the Carpet Area and open/enclosed/utility balconies of the Apartment to the total carpet areas and open/enclosed/utility balconies of all the apartments/units in the Project.
- 1.12 It is agreed that the Promoter shall not make any additions and alterations in the Plans and/or Apartment Specifications in **Schedule- VIII** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment, without previous consent of the Allottee/s as per the provisions of the Act.

Provided that the Promoter may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by authorized architect and/or Project Engineer of the Promoter subject to applicable laws.

- 1.13 The Promoter shall confirm to the Carpet Area that has been allotted to the Allottee/s after the construction of the Building 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 Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) 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 any increase in the Carpet Area, which is not more than 3 (three) percent of the Carpet Area of the Apartment allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-VII**. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Payment Plan annexed to this Agreement.

- 1.14 Subject to Allottee/s complying with all his/her/its obligations stated herein, the Promoter agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below:
- (i) The Allottee/s shall have exclusive title to the Apartment.
 - (ii) The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants/owners/purchasers, maintenance staff etc., without causing any inconvenience or hindrance to any of them. It is clarified that the Promoter shall hand over the maintenance and administration of the Common Areas to the Association of Apartment Owners after duly obtaining the occupation certificate/completion certificate from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The Promoter has clearly disclosed the taxes and other charges payable as prescribed in Payment Plan annexed herein. The maintenance charges payable are clearly disclosed in the Payment Plan annexed herein.
 - (iv) The Allottee/s shall be entitled to visit and view the Project, after taking a prior appointment with the Promoter. The Allottee/s shall adhere to any safety and security conditions as stipulated by the Promoter and shall visit and inspect at his/her/their/its sole discretion.
- 1.15 The description of the Common Areas and Limited Common Areas & Amenities shall be provided by the Promoter in the necessary filings to be made under the UP Apartment Act.
- 1.16 It is made clear by the Promoter and the Allottee/s agree/s that the Apartment along with garage/ covered parking space/s 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 and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee and integration of amenities as required under applicable law or by a competent authority. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.
- 1.17 The Promoter agrees to pay all outgoings before transferring the physical possession of the Project to the Association of Apartment Owner, which it has collected from the Allottee/s, for the payment of outgoings (including but not limited to municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project) save and except for the unsold premises/apartments. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability before transferring the Project to the Association of Apartment Owners, the Promoter agrees to be liable, to pay such outgoings and penal charges, if any, to the Governmental Authority to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority.
- 1.18 The Allottee/s has paid Booking Amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agree/s and undertake/s to pay to the Promoter the balance/remaining Total Price as prescribed in the Statement annexed hereto and marked **Schedule-**

VII as may be demanded by the Promoter within the time and in the manner specified therein and/or within ____ () Days from the date of a written demand being made by the Promoter:

Provided that if the Allottee/s delay/s in payment towards any amount which is payable to the Promoter as per terms of this Agreement, Allottee/s shall be liable to pay Interest.

2. MODE OF PAYMENT:

2.1. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the 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 per cent) of all amounts to be paid to the "transferor", that is, in the present case, to the 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 Income Tax Act, 1961.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee/s, if resides outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer 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/s understand/s and agree/s that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility with regard to matters specified in Article 3.1 above. The Allottee/s shall keep the 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 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/s and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS THE ESSENCE:

5.1. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the

Apartment to the Allottee/s and the Common Areas to the Association of Apartment Owners or the competent authority, as the case may be.

- 5.2. Time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations, subject to the Payment Plan as provided in Schedule-VII, subject to simultaneous completion of construction by the Promoter as set forth thereunder. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence.
- 5.3. The Allottee/s hereby confirm/s personally and as a prospective member/s of the Association of Apartment Owners, all of the following, which are and shall always be the essence of this Agreement, that is:
 - a. all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this Article, and the Promoter's intent and desire in respect of the Said Land and the developments thereof;
 - b. the Allottee/s has/have, and shall have no right now or in future, to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this Article, and no consent or permission in that regard shall be required to be obtained or given by them;
 - c. the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

- 6.1. The Allottee/s has/have inspected the Approvals, Plans and proposed facilities of the Apartment and accepted the same, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Approvals, Plans and proposed 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 competent authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1. **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee/s and the handover of the Common Areas to the Association of Apartment Owners, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on _____, unless there is occurrence of any Force Majeure Event. If, however, the completion of the Project is delayed due to the Force Majeure Event, then the Allottee/s agree/s that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment:

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

- 7.2. **Procedure for taking possession:** The Promoter shall, upon obtaining the completion certificate/ occupancy certificate (as applicable) from the competent authority at the Promoter's discretion, address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter, within two months from the date of issue of completion certificate/occupancy certificate (as applicable):

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

- 7.3. **Failure of Allottee to take Possession of Apartment-** Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation required, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the such time as may be mentioned in the such written intimation, such Allottee/s shall be liable to pay to the Promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of Carpet Area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified under the Payment Plan.

- 7.4. **Possession by the Allottee** - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of Apartment Owners, as per the Applicable Law:

Provided that, in the absence of any Applicable Law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association of Apartment Owners, within thirty days of Project Completion.

- 7.5. **Cancellation by Allottee/s** – 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/terminate from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment of the Apartment. Upon such termination, the Allottee/s shall execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee/a within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Apartment or at the end of one year from the date of cancellation / withdrawal by the Allottee/s, whichever is earlier. The Promoter shall inform the previous Allottee/s the date of re-allotment of the said Apartment and also display this information on the official website of UP RERA on the date of re-allotment.

- 7.6. The Allottee/s: (i) shall ensure that on or after taking possession of the Apartment, his/her/their/its interior works in the Apartment do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Project, and (ii) undertake/s not to cause any damage to the Apartment and/or

the Project or any part of thereof, and in the event any damage is caused, the Allottee/s agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas.

- 7.7. **Compensation:** The 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure Event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (i) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, 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:

- 8.1. Subject to the disclosures made herein by the Promoter, the Promoter hereby represents and undertakes as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project; *in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land*
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, Said Land, Building and Apartment 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 Apartment which shall, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association of Apartment Owners or the competent authority, as the case may be;
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate/ occupancy certificate (as applicable) has been issued and possession of Apartment, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Apartment Owners or the competent authority, 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 Land) 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 Events, the Promoter shall be considered under a condition of default of the Promoter, in the following events:

- (xiii) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee/s by the Date of Offer of Possession or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority at NOIDA or such extension as may be granted under the Act. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment 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 occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above a non-defaulting Allottee/s is/are entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee/s stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any interest; or
- (ii) The Allottee/s 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/s under any head whatsoever towards the purchase of the Apartment, along with Interest within forty-five days of receiving the termination notice:

Provided that where the Allottee/s does not intend to withdraw from the Project or terminate this Agreement, he/she/it/they shall be paid, by the Promoter, Interest for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee/s within forty-five days of it becoming due.

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

- (i) In case the Allottee/s fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee/s shall be liable to pay Interest to the Promoter on the unpaid amount. The Promoter must not be in default to take this benefit;
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee/s and refund the money paid to him/her/it/them by the Allottee/s by deducting the Booking Amount and the Interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit;

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

10. CONVEYANCE OF THE SAID APARTMENT:

- 10.1. The Promoter, on receipt of Total Price of the Apartment as per this Agreement from the Allottee/s and all other amounts/ charges as stated herein, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas together with the right to use of the Parking Space/s within 3 months from the date of issuance of the completion certificate and occupancy certificate as the case may be, to the Allottee/s. However, in case the Allottee/s fails to deposit the stamp duty and/or registration charges or the Allottee/s is in default of any other provision of this Agreement within the period mentioned in the notice, the Allottee/s authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee/s and/or the default of the provisions of this Agreement is rectified by the Allottee/s.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Apartment Owners upon issuance of the completion certificate of the Project. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the Total Price of the Apartment.

However, if the Association of Apartment Owners is not formed within 1 year from the date of completion certificate, the Promoter will be entitled to collect from the Allottee/s amount equal to the amount of maintenance disclosed in **Schedule-VII** + 10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Apartment Owners once it is formed.

- 11.2 The Allottee shall also be liable to pay a Maintenance Deposit of Rs. _____/- (Rupees _____ Only) to the Promoter before handing over possession of the Apartment.
- 11.3 The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter / the Association of Allottees / the Maintenance Agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement and payment of Maintenance Deposit shall be a condition precedent for handing over possession of Apartment by the Promoter and also for executing the Conveyance/sub lease Deed of the Apartment.
- 11.4 In addition to the Association/ Promoter's/ Maintenance Agency's rights of unrestricted access of all Common Areas and Facilities for providing maintenance services, the Allottee agrees to permit the Promoter or the Maintenance Agency or their authorized personnel / workers to enter into the Apartment or any part thereof, after due notice and during the normal working hours, to inspect the Apartment and / or to carry out any repair work relating to construction / development that may be impacting the Apartment or the adjoining apartments or the Building / the Common Areas. The Allottee agrees and undertakes that

either itself or through the Association, it shall not carry out any unauthorized maintenance or usage of common areas.

12. **DEFECT LIABILITY:**

12.1 Subject to provision stated herein and the inspection conducted by the Allottee/s as stated in Article 7.1 herein, it is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale/lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee/s from the date of handing over possession or the date of obligation of the Promoter to give possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charges, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

13.1. The Promoter/maintenance agency /Association of Apartment Owners 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 Association of Apartment Owners and/or maintenance agency and/or Promoter to enter into the Apartment 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/s.

14. **USAGE:**

14.1 Use of Basement and Service Areas: The basement(s) 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee 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 use by the Association of Apartment Owners formed by the Allottees for rendering maintenance services.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

15.1. Subject to Article 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or Common Areas or change or alter or make additions to the Apartment including its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, and shall maintain in good, 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/ name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee/s shall not store any hazardous or combustible goods in the Apartment 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 bearing wall of the Apartment.

15.3. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Apartment Owners and/or maintenance agency appointed by Association of Apartment Owners. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

- 16.1. The Parties are entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
17. **ADDITIONAL CONSTRUCTIONS:**
- 17.1. The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and this Agreement.
18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
- 18.1. After the Promoter executes this Agreement, Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s to such Apartment.
19. **U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) OWNERSHIPACT 2010**
- 19.1. The Promoter shall form an Association of Apartment Owners of the Project in accordance with the UP Apartment Act. On Project Completion, the Promoter shall hand over the maintenance, repair, management and administration of Common Areas to the Association of Apartment Owners after obtaining the occupation certificate/ completion certificate from the competent authority, as per Applicable Law.
- 19.2. All the documents, writings, deeds etc., to be executed in the conveyance/s and transfer/s, and the conveyance deed, as referred in this Agreement, and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Association of Apartment Owners formed in respect of the Project, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit.
- 19.3. Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee/s to notice of the following matters, facts and disclosures which the Allottee/s has/have agreed and accepted that the development of the Project in phases upon the Project Land contemplates the utilization of part/portion of the Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Project Land. The Allottee/s, for himself/herself/themselves/itself, and as a prospective member of the Association of Apartment Owners, shall not be entitled to raise any claim or dispute in respect thereof.
- 19.4. The Association of Apartment Owners to be formed and constituted in respect of the Project, shall be known by such names as the Promoter may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers forming part of the Association of Apartment Owners without the prior written consent of the Promoter.
- 19.5. The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Association of Apartment Owners to be formed and constituted in respect of the Project and do all necessary acts and deeds, so as to enable the Promoter to respectively register the Association of Apartment Owners.
- 19.6. All, without limitation costs, charges and expenses in respect of the formation and registration Association of Apartment Owners, shall be borne and paid by the Allottee/s / apartment owners of the apartments in the Project, and the Promoter shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, the

Promoter shall never be held responsible or liable for any delay in the formation and registration of the Association of Apartment Owners.

20. BINDING EFFECT:

- 20.1. Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, (1), the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty (30) Days from the date of receipt by the Allottee/s and (2), appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s' default, then then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned to the Allottee without any interest or compensation whatsoever.

Provided that, if there is non-compliance or delay in registration of this Agreement for reasons not attributable to the Promoter, this Agreement shall create a binding obligation on the Parties on compliance of condition (1) above.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.
- 24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

- 25.1. If any provision of this Agreement shall be determined to be void or unenforceable under the Act 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 the Act 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.

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

26.1. Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottees/purchasers/occupiers in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27. **FURTHER ASSURANCES:**

27.1. 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:**

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

29. **NOTICES:**

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

To the Allottee/s
[Name of Allottee/s]
[Allottee/s Address]
[E-mail address of the Allottee/s]

To the Promoter
[Name of Promoter]
[Promoter Address]
[E-mail address of the Promoter]

29.2. It shall be the duty of the Allottee/s 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/s, as the case may be.

30. **OTHER TERMS**

30.1. In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoter has informed, and made the Allottee/s aware, of the following matters and the Allottee/s agrees to and accepts the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:

30.2. Project

30.2.1. The Promoter has the right, in the Promoter's discretion, to receive, collect to itself, appropriate, apply and utilise the entire consideration/purchase price received from the allottees/purchasers of the premises in the Project.

30.2.2. The Project is, and shall be, undertaken and implemented, by the Promoter in the manner it may deems fit and with an entitlement to develop the entire Development Potential, in its discretion, on or before Project Completion subject to Force Majeure.

No persons or parties, including Allottee/s and the Association of Apartment Owners, shall interfere, obstruct or in any manner deal with any matters relating to the Project.

- 30.2.3. The Promoter shall take all necessary steps and invoke remedies available to it in case of any impediments on the Project Lands/ Project because of any act, deed or omission on lands in the rest of Larger Land or for any issues which emerge in the jurisdiction or part thereof as whole
- 30.2.4. Governmental Authority has set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of Premises in the Project.
- 30.2.5. The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of the Project.

31. **ADDITIONAL COVENANTS AND OBLIGATIONS OF ALLOTTEE/S**

- 31.1. The Allottee/s is/are fully and completely informed and is/are aware that all Informative Materials, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.
- 31.2. The show/sample apartment/unit including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with furniture, items, electronic goods, amenities etc. therein.
- 31.3. On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Apartment, and permit the Apartment to be used only as a residential purpose, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own two-wheeler/four-wheeler (light motor) vehicles.
- 31.4. The Allottee/s, with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:
 - 31.4.1. to submit plans and specifications in respect of permissible alterations to the Apartment and only after obtaining Promoter's prior written approval in respect thereof to make such alteration;
 - 31.4.2. to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter, and/or from any Governmental Authorities, in that regard;
 - 31.4.3. to bear and pay all increases in the Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s;
 - 31.4.4. to observe, perform and comply with the terms, conditions and covenants of the Transfer Deed (as and when executed), the rules and bye-laws imposed by NOIDA Authority, and all other rules, regulations and bye-laws which the Promoter, and/or any Governmental Authorities may specify and those which the Association of Apartment Owners (as and when formed and registered by the Promoter in respect of the Project), as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time;
 - 31.4.5. not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Apartment (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Apartment in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;

- 31.4.6. shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the maintenance, repair, management and administration of the Project/Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- 31.4.7. to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project and the Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter and/or the Association of Apartment Owners and and/or designated maintenance agency;
- 31.4.8. on and after the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession in terms of Article 7, to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Apartment. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;
- 31.4.9. the availability of electricity and/or water to the said Apartment are dependent upon the concerned supplier/provider/authority thereof;
- 31.4.10. not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any Governmental Authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of Project, and to be liable for all damage that may be caused thereto by the Allottee/s;
- 31.4.11. the wet and dry garbage generated in and from the said Apartment shall be separated by the Allottee/s and the wet garbage generated in and from the Project shall be treated separately by the Association of the Owners of the Project;
- 31.4.12. not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of the Project and/or the Common Areas & Amenities;
- 31.4.13. not, without the prior written permission of the Promoter, and/or the maintenance agency:
- a. to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Apartment;
 - b. to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or the Common Areas & Amenities;
 - c. to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies, or other open space/s (if any) forming part of or appurtenant to the Apartment as also the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;
 - d. to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;
 - e. to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, and/or any of the Common Areas & Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;

- f. to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers or occupiers of any other Premises in the Project;
- g. to demand or claim any partition or division of the Allottee/s ultimate interest as provided herein, in the Project and/or Project Land and/or Project Land and/or the Common Areas & Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and transfer herein is completed, be impartible.

31.4.14. Deck, balconies or open spaces (as specified by the Promoter) forming part of, and attached/appurtenant to any of the apartment in the Project are intended for and shall be exclusively used and occupied by the respective allottees/purchasers of the concerned apartment who shall never be entitled to enclose such open spaces without the prior permission in writing of the Promoter and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned allottees/purchasers of such apartment in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof.

- 31.5. The Allottee/s shall, if and whenever requested by the Promoter hereafter, and within fifteen (15) Days of receiving the Promoter's written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter for this purpose.
- 31.6. The Allottee/s agree/s and undertake/s to pay timely rent and other charges as may be levied by NOIDA Authority upon the Apartment and / or proportionate charges to the Project Land.
- 31.7. Notwithstanding that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Apartment, and/or the Allottee/s has/have mortgaged, or will mortgage the Apartment with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoter shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks / financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always have first lien and charge over the Apartment in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.
- 31.8. The Allottee/s has/have gone through the representations made by the Promoter on the website of the Government Authority as required by Act and shall keep himself/herself/themselves/itself updated with all the matters relating to the Project that the Promoter will upload from time to time.
- 31.9. The Project shall always be called/known by the name "_____".
- 31.10. All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Premises in the Project, shall be binding upon the Allottee/s and all the allottees/purchasers/occupants of Premises in the Project.

- 31.11. The Allottee/s agree/s and undertake/s that he/she/they/it shall observe, perform and comply with all rules, regulations and bye-laws, and take the requisite training of the measures/procedures, as required by the Promoter and/or Association of Apartment Owners and/or the statutory authorities with respect to safety (including with respect to natural gas safety) of the Project/the Apartment that are to be followed in case of any emergency. Furthermore, the Allottee/s and the other allottees/purchasers of the premises in the Project shall ensure that the Association of Apartment Owners provide all requisite training to its staff/employee(s) /worker(s) that is to be followed with respect to the safety measures/procedures (including with respect to natural gas safety) to be followed in case of any emergency.
- 31.12. And the Allottee/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the Association of Apartment Owners.

32. **INDEMNITY**

The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the Project, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.

33. **GENERAL PROVISIONS**

33.1. **Allottee/s Obligation of Confidentiality**

33.1.1. The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information, and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

- a. is required by Applicable Law to be disclosed;
- b. is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits;
- c. is or shall (otherwise than by breach or default of this Agreement) be in the public domain;
- d. is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

33.1.2. Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.

34. **JOINT ALLOTTEE/S:**

That in case there are joint Allottee/s all communications shall be sent by the 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.

35. **SAVINGS:**

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

36. **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 including other Applicable Laws of India for the time being in force.

37. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

38. **JURISDICTION**

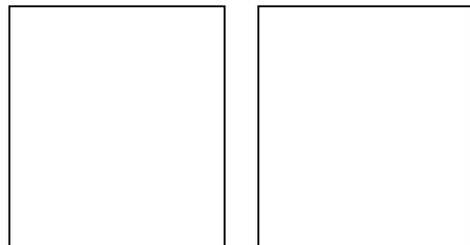
Courts situated in NOIDA/Uttar Pradesh shall have the jurisdiction for all matters arising out of this Agreement.

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

SIGNED by the within named Promoter
[Name of Promoter] in the presence of ...

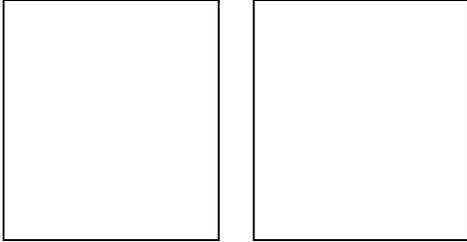
) For [Promoter]
)
)
)
)
)
)

**Authorised Signatory/
Designated Partner/
Constituted Attorney**

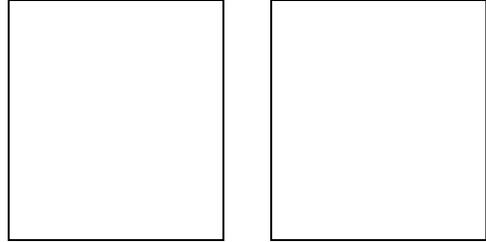


Mr. _____
Photograph/Left Thumb Impression

SIGNED by the within named **Allottee/s**,)
1. _____)
2. _____)
in the presence of...)



Mr. _____
Photograph/Left Thumb Impression



Mr. _____
Photograph/Left Thumb Impression

SCHEDULE-I DEFINITIONS

- 1.1.1 “**Agreement**” means this Agreement, including all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s, which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.
- 1.1.2 “**Apartment**” means the proposed residential dwelling unit no. ____ having a Carpet Area of _____ Square Meters (i.e. _____ Square Feet) in the said Tower ‘_____’ (as per approvals) in the Project. The Apartment is described in **Schedule-III** hereto, which is shown on the typical floor plan thereof annexed hereto and marked **Schedule-IX** and which is more particularly described in the **Schedule-VI** hereto.
- 1.1.3 “**Apartment Specifications**” means the amenities, fixtures and fittings proposed to be provided in the Apartment, as listed in the Statement annexed hereto at **Schedule-VIII** hereto.
- 1.1.4 “**Applicable Law**” includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Governmental Authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Project, and/or Project Land, or any part/s thereof; all being of the Republic of India.
- 1.1.5 “**Approvals**” includes all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoter may consider necessary and expedient, and/or as required by any Governmental Authority, inter alia, in relation to the construction of the Project, and/or, inter alia, in relation to the Project Land, or any part thereof.
- 1.1.6 “**Association of Apartment Owners**” means the association of the apartment owners of the Project to be formed under the UP Apartment Act.
- 1.1.7 “**Booking Amount**” means the earnest money/deposit stated in **Schedule-VII** hereto being ten percent of the total Purchase Price and payable to the Promoter.
- 1.1.8 “**Carpet Area**” means the proposed carpet area of the Apartment stated in the Statement annexed hereto at **Schedule-VI**, as presently determined on the basis of the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment and is as per Act.
- 1.1.9 “**Common Areas**” means the areas, amenities, utilities and facilities to be developed upon the Project Land, as a part of the Project, which are intended for the common use of, inter alia, the allottees, purchasers and occupants from time to time of apartments in the Project, which shall be more particularly described in the Deed of Declaration which the Promoter will cause to be filed under the UP Apartment Act and more particularly described in the Statement annexed hereto and marked **Schedule-X**.
- 1.1.10 “**Date of Offer of Possession**” means the date of the written communication to be addressed by the Promoter to the Allottee/s, under which the Promoter shall offer ‘*ready to move in possession*’ of the Apartment which is complete in all respects including the Apartment Specifications, and for which occupation certificate and/or completion certificate, as the case may be, has been issued by the competent authority; which is currently estimated by the Promoter, to be the date stated in this Agreement, subject to Force Majeure Event.
- 1.1.11 “**FSI**” or “**FAR**” means floor space index or floor area ratio.

- 1.1.12 “**Force Majeure Event**” shall mean war, flood, drought, fire, cyclone, strike, earthquake or any other calamity caused by nature or any other event which beyond the control of the Promoter or any delay by the government authorities in granting approvals, affecting the regular development of the real estate project.
- 1.1.13 “**Governmental Authority**” means the Government of India, the State Government of Uttar Pradesh, and any local or other government, and any ministry, department, agency, officer, commission, court, judicial or quasi-judicial body or authority, statutory or public authority or body, or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government; and includes the NOIDA Authority, the Real Estate Regulatory Authority constituted by the State Government of Uttar Pradesh under Act, and any other concerned bodies or authorities.
- 1.1.14 “**Interest**” shall mean interest payable by Allottee/s to the Promoter or by the Promoter to the Allottee/s, as the case may be, 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.
- 1.1.15 “**Limited Common Areas & Amenities**” means such areas in the Project which are limited for use and occupation by allottees/ occupants, transferees of one or more Premises in the Project as may be provided by the Promoter in the Deed of Declaration, which the Promoter will cause to be filed under the UP Apartment Act, such as parking space/s, staircases, lifts, lobbies, and common passages on each floor/level, services ducts, servant toilet, fire evacuation device, entrance lobbies, meter room, letter box room/area and room/area for various services, garbage collection area and other necessary amenities, if any, which may be available in addition to Development Potential with or without payment of any premiums within the structure of the Project, more particularly described in Part B the Statement annexed hereto and marked **Schedule-X**.
- 1.1.16 “**Parking Space/s**” means such number of vehicle parking spaces referred to in the Statement annexed hereto in **Schedule-III** hereunder written. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee/s on or before the Date of Offer of Possession.
- 1.1.17 “**Plans**” means the plans, drawings and layout as currently approved and sanctioned by NOIDA Authority and concerned Governmental Authorities in respect of the Project Land, and includes plans, drawings and Plans, in respect of the Project and/or parts thereof, and/or as may be sanctioned and approved from time to time in respect of the Project; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as required by any Governmental Authority.
- 1.1.18 “**Promoter’s Bank Account/s**” means the bank account/s as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottee/s of the Total Price, or any part/s thereof.
- 1.1.19 “**Project Completion**” means the completion of the entire development and construction of the Project.
- 1.1.20 “**Project Engineer**” means any structural and/or civil engineers that may be engaged, from time to time, by the Promoter, in relation to the Project.
- 1.1.21 “**Said Land**” means the part/portion of the land admeasuring approximately _____ **Square Meters** or thereabouts, bearing _____, Noida, Uttar Pradesh more particularly described in **Schedule-II** hereunder written and shown demarcated on the plan annexed hereto as **Schedule-V**.
- 1.1.22 “**Taxes**” means all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law, and/or by Governmental Authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other Aggregate Payments referred herein, and/or upon the Association of Apartment Owners to be formed in respect of the Project, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or

otherwise; and includes Goods And Services Tax (GST), education tax/cess/charges, local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any Governmental Authority. The Taxes which are applicable as on the date of this Agreement is stated in the cost sheet executed with the Parties

- 1.1.23 “**TDS**” means tax deducted at source, under the Income Tax Act, 1961.
- 1.1.24 “**TDS Certificate**” means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.
- 1.1.25 “**Total Price**” means the purchase price and consideration payable by the Allottee/s, as stated in **Schedule-VII** hereto.
- 1.1.26 “**UP Apartment Act**” means the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, its rules and amendments thereof from time to time.

SCHEDULE-II
DESCRIPTION OF THE SAID LAND

All those pieces or parcels of non-agricultural land or ground admeasuring in the aggregate approximately _____Square Meters all of situate at_____, being a part of Wish Town, which plot of land is bounded as follows: -

On or towards the East :

On or towards the South :

On or towards the West :

On or towards the North :

SCHEDULE-III
DESCRIPTION OF THE APARTMENT AND PARKING SPACE/s

All that the proposed Apartment bearing no. _____, admeasuring approximately _____ square meters Carpet Area that is, approximately _____ square feet Carpet Area, on _____ habitable floor in Tower '_____', of the Project, together with _____ vehicle Parking Space/sin the _____.

Application No. _____ dated _____.

SCHEDULE-IV
RECEIPT

Received on or before execution hereof, of and)
from the within named Allottee/s, the sum of Rs.)
_____/- (Rupees)
_____)
_____)
_____)
_____ only))
vide cash/cheque/draft/pay order bearing No.)
_____ dated _____ drawn on)
_____)
_____)
_____ being the Booking)
Amount/part consideration of the Purchase Price)
agreed to be paid by the Allottee/s, to us as)
withinmentioned)

Rs. _____/-

Witnesses:

For [Name of Promoter]

1.

2.

**Authorised Signatory/
Designated Partner/
Constituted Attorney**

Schedule– V
Project Plan

Schedule – VI
Apartment Details

Sr.		Particulars						
(1).	Project	“_____”, as per RERA Registration No. _____						
(2).	Tower	_____						
(3).	Apartment	<p>Apartment bearing No. _____, on _____ habitable floor of Tower ‘_____’ in the Project “_____” admeasuring about;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;">Square Meters</th> <th style="width: 20%; text-align: center;">Square Feet</th> </tr> </thead> <tbody> <tr> <td>Carpet Area of Apartment</td> <td></td> <td></td> </tr> </tbody> </table>		Square Meters	Square Feet	Carpet Area of Apartment		
	Square Meters	Square Feet						
Carpet Area of Apartment								
(4).	Parking Space/s	____ (____) vehicle parking space/s in the Project.						
(5).	Total Price	Rs. _____/- (Rupees _____ Only)						
(6).	GST	Rs. _____/- (Rupees _____ Only)						
(7).	Date of Offer of Possession of the Apartment	On or before _____.						

Schedule – VII
Payment Plan

Schedule - VIII
Apartment Specifications

Schedule - IX
Typical Floor Plan

Apartment No. _____ on _____ habitable floor in Tower ‘_____’ of the
Project“_____”.

Schedule -X

Part A

Common Areas & Limited Common Areas

Part B

Limited Common Areas & Amenities