

## AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024;

### BY AND BETWEEN

**A R BUILDTECH PRIVATE LIMITED** (CIN U74140DL1999PTC099837 & PAN (AADCA4441P), a company incorporated under the provisions of the Companies Act, 1956 / 2013, as the case may be, having its registered office at T-22-03-01, Commonwealth Games Village, New Delhi - 110092, represented through its authorized signatory \_\_\_\_\_ (Adhar No.\_\_\_\_\_) authorized vide Board Resolution dated \_\_\_\_\_ (hereinafter referred to as the "**Promoter**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**;

### AND

*[If the Allottee is a Partnership Firm]*

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

### OR

*[If the Allottee is an Individual]*

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

### OR

*[If the Allottee is a HUF]*

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

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

### DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires:

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016(16 of 2016).
- (b) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority.
- (c) "**Carpet Area**" shall have the same meaning as defined under clause (k) of Section 2 of the Act.
- (d) "**Government**" means the Government of Uttar Pradesh.

- (e) “**Rules**” means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (f) “**Regulations**” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (g) “**Section**” means a section of the Act.

**WHEREAS:**

- A. Vide Sale Deeds registered in the office of Sub-Registrar Sadar First, Ghaziabad in Book No. 1, Volume 8165, at pages 397 to 418 at Serial No. 3071 on march 07, 2014, Book No. 1, Volume 15197, at pages 369 to 400 at Serial No. 4108 on march 25, 2019 and Book No. 1, Volume 15197, at pages 339 to 368 at Serial No. 4107 on march 25, 2019, the Promoter became the absolute and lawful owner of a land parcels admeasuring 9105 square meters (document area),whereas as per site conditions and road widening, considered area for the development of the project A R DOMAIN is 8037.92 square meters comprised in Khasra No. 1093, Khata no.- 847, Village Morta, Pargana Jalalabad, District Ghaziabad, Uttar Pradesh-201003 (“**Project Land**”).
- B. The Project Land is earmarked for the purpose of building a group housing project comprising multi-storied apartment buildings and commercial units and the said project shall be known as “**A R DOMAIN**”(“**Project**”).
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which the Project is to be constructed have been completed.
- D. The Ghaziabad Development Authority (“**GDA**”) has granted the requisite approvals for the development of the Project vide Sanction Letter dated \_\_\_\_\_ bearing Application No. \_\_\_\_\_. The Developer has also obtained the sanctioned plans, and all necessary approvals for the Project from the GDA. 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.
- E. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on\_\_\_\_\_ under registration No.: \_\_\_\_\_.  
\_\_\_\_\_.
- F. The Allottee had applied for a residential unit in the Project vide application dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square meters (\_\_\_\_\_ square feet), balcony area of \_\_\_\_\_ square meters (\_\_\_\_\_ square feet), built up area of \_\_\_\_\_ square meters (\_\_\_\_\_ square feet), Super area of \_\_\_\_\_ square meters (\_\_\_\_\_ square feet), type \_\_\_\_\_ on the \_\_\_\_\_ floor in [tower] No. \_\_\_\_\_ in A R DOMAIN (“**Building**”) along with covered parking bearing no. \_\_\_\_\_ in the Basement no. \_\_, as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under the UP Real Estate (Regulation & Development) Rules,2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as the “**Apartment**”, more particularly described in **Schedule A** and the floor plan of the Apartment is annexed hereto and marked as **Schedule B**).
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and

all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the parking as specified in Recital F of this Agreement.

**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 agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Recital F of this Agreement.
- 1.2. Both the Parties confirm that they have read and understood the provisions of Section 14 of the Act.
- 1.3. The Total Basic selling Price for the Apartment based on the Super area having carpet area along with other charges is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only ("Total Price"). The break up and description of the Total Price is as follows:

**Details of the Apartment:**

Block / Building / Tower No. _____ Apartment No. _____ Type _____ Floor _____ Carpet Area _____ Super Area _____ Parking No. _____ <b>Total Price (In Rupees)</b>	Rate of Apartment Rs. _____ per square meter (Rs. _____ per square foot) Rs. _____ Rs. _____
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**Break Up and Description of the Total Price :**

Cost of the Apartment	Rs. _____ /-
GST on Cost of the Apartment	Rs. _____ /-
Covered Parking (if any) Plus GST	Rs. _____ /-
Electricity Infrastructure Charges (KVA) @ Rs. _____ Per KVA including GST	Rs. _____ /-
Prepaid Meter Charges including GST	Rs. _____ /-
Power Backup Charges (____ KVA) @ Rs. _____ per KVA including GST	Rs. _____ /-
Advance Maintenance Charges (for 1 Year)	Rs. _____ /-
GST on Advance Maintenance Charges	Rs. _____ /-
Government Levies (Labour Cess)	Rs. _____ /-
Other Applicable Taxes	Rs. _____ /-

Club Membership Plus GST	Rs. _____/-
External & Internal Development Charges Plus GST	Rs. _____/-
Total Price ("A")	Rs. _____/-
Interest Free Maintenance Security Deposit ("B")	Rs. _____/-
Sinking Fund ("C")	Rs. _____/-
<b>Total Amount (A + B + C)</b>	Rs. _____/-

**Explanation:**

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the occupation certificate / completion certificate / temporary occupancy certificate / part completion certificate.

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

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc., have been imposed or become effective, if required by the Allottee.
- (iv) The Total Price of Apartment includes recovery of the price of Project Land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, maintenance charges as per Clause 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as per **Schedule D** and **Schedule E** of this agreement.
- (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and / or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in development fee, cost / charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the

Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4. The Allottee shall make the payment as per the payment plan set out in **Schedule C** ("Payment Plan") of this Agreement. The payment of the Total Amount shall be subject to the following:

- (i) The Promoter shall not accept any payments towards the Total Amount of the Apartment from any third party. The Promoter shall not be responsible to the Allottee or towards any third party that might have made payments / remittances to the Promoter on behalf of the Allottee in respect of the Apartment, and the Allottee shall remain solely and absolutely responsible for ensuring and making all the payments due. No third party shall have any right whatsoever in the Apartment, even if, partial / complete payment has been made by such third party. The Allottee shall remain solely, absolutely and directly responsible for any third-party payment that the Promoter may receive against the Apartment. The Promoter is not privy to any understanding between the Allottee and the third party making payment on behalf of the Allottee. The Allottee shall be responsible for all compliance with applicable laws in this regard.
- (ii) Notwithstanding the source of any payment made towards the Total Amount, the Promoter shall issue payment receipts only in favour of the Allottee.
- (iii) In case the Allottee wishes to finance the purchase of the Apartment through a loan from a bank / financial institution, the responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan will rest exclusively on the Allottee. The Promoter shall assist in facilitating the process. Furthermore, the Allottee shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed Payment Plan as in consonance with **Payment Plan**, and to ensure its complete disbursement to the Promoter within the prescribed time period. It shall be the responsibility solely of the Allottee to fulfil its payment obligations towards the bank / financial institution in a timely manner (as per the Allottee's agreement with such bank / financial institution). If any interest is accrued on late payment of demanded amount by the bank / financial institution, then the Allottee shall be responsible and liable for all consequences in such respect (including payment of the amount of late payment interest).
- (iv) Under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due, with respect to the Total Amount, even in the cases where the Allottee has executed a separate tripartite agreement with a financial institution for financing the payments, for the Apartment. Any delay, shortfall in or denial of any payment to the Promoter shall be to the risk and cost of the Allottee in terms hereof.
- (v) Additionally, the Promoter shall not be liable, responsible or accountable to any bank / financial institution for the refund of any monies advanced on behalf of the Allottee and the responsibility of the Promoter under any such tripartite agreement shall, subject to performance of the terms hereof by the Allottee, be limited to facilitating the concerned bank / financial institution / company to take the original executed conveyance deed / sale deed. The Allottee shall be solely responsible and liable for making all payments to the persons from whom he has borrowed the money. The Allottee indemnifies and shall keep the Promoter indemnified against all claims made against the Promoter or the Apartment by any person.

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ NIL % per annum for the

period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject revision / withdrawal, once granted to the Allottee by the Promoter.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** and **Schedule E** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, or the Building in which the Apartment is located, as the case may be, without the previous written consent of the Allottee. If any inconsistency / repugnancy is found or detected between the contents mentioned in the advertisement / prospectus / etc. and **Schedule D** and **Schedule E**, the contents mentioned in **Schedule D** and **Schedule E** would prevail.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee and are feasible for the Promoter to carry out, or such minor changes or alterations as permissible under the provisions of the Act.

1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate / occupancy certificate / temporary occupancy certificate / part completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Amount payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is a reduction in the carpet area, then the Promoter shall refund the excess money paid by the Allottee without interest by adjusting the same to the next instalment payable by the Allottee. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area allotted to the Allottee, the Promoter may demand a proportionate cost for the additional constructed carpet area from the Allottee with the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made in accordance with the Total Amount as mentioned in the Clause 1.3 above.

1.8. Subject to Clause 9.3 of this Agreement, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have an undivided proportionate share in the Common Areas. Since the share / interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the 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 the Project Land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, maintenance charges and includes the cost of providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as per Schedule – D and Schedule – E of this Agreement ;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his / her Apartment, as the case may be.

(v) The Allottee will obtain an electricity connection as per his / her our requirement from the electricity department and will get the electricity meter installed at his / her our own cost. However, if the Promoter obtains a single point bulk electricity supply connection from the electricity department for the Project, then the Allottee will be obligated to make such payment for electricity connection charges and electricity meter charges to the Promoter as mentioned in this agreement. Additionally, the Allottee shall also execute an electricity supply and power backup agreement with the Promoter or its maintenance agency, with respect to the supply of electricity and power back up service. The Allottee undertakes to abide by the terms of the electricity supply and power backup agreement and to make timely payments of all electricity, power back and related charges, from time to time, irrespective of the fact that the Allottee is in physical occupation of the Apartment or not. The Allottee hereby confirms and agrees to pay all fixed electricity / power back up charges and electricity / power back up usage charges, along with all the applicable taxes and duties thereon, as per the meter installed for the Apartment, and also pay electricity / power back up connection & meter charges as specified therein. Electricity / Power Back up usage charges and fixed electricity / power back up charges would be separately charged by the Promoter / its nominated agency at the rates determined by the Promoter / nominated maintenance agency from time to time. However, due to any conversion of electricity system from single point to multi point supply due to direction, rules and regulations of the Government / Court / Act etc., the same shall be carried out by the RWA / AOA / Promoter / its nominated agency after recovery of cost to be incurred for such conversion from the Allottee in proportion to the contracted load allotted to each individual allottee. If such conversion happens, the Promoter / its nominated agency will not be liable to refund any amount received from the Allottee for providing electricity infrastructure and connection out of single point electricity connection.

1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with the parking, if allotted as per this Agreement shall be treated as a single indivisible unit for all purposes.

1.10. It is agreed that the Project is an independent, self-contained project covering the said Project Land and is not a part of any other project . It is clarified that the Project's amenities, other than those declared as independent areas, paid facilities and limited common areas and facilities in the project as mentioned in the deed of declaration and/or mentioned in this agreement, shall be available for use and enjoyment of the Allottees of the Project. The Promoter will be entitled to use independent areas, paid facilities and limited common areas and facilities in the project, as per its own discretion. The Promoter/its nominated entity may allow Allottee to use the independent areas, paid facilities and limited common areas and facilities in the project subject to terms and conditions imposed/directed by the Promoter/its nominated entity including usage charges.

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

1.12. The Allottee has paid a sum of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_ only) towards booking amount (“**Booking Amount**”) which is a part payment towards the Total Amount of the Apartment. The said Booking Amount has been paid by the Allottee along with the application and thereafter, and the receipt of the same has been acknowledged by the Promoter. The Allottee hereby agrees to pay the remaining / balance towards Total Amount as per the Payment Plan (**Schedule C**) or as may be demanded by the Promoter, from time to time.

Provided that if the Allottee delays in making payments towards any amount of the Total Amount which is payable or becomes due in terms of the Payment Plan or as per demand raised by the Promoter, then in that case, the default payment shall attract interest at the rate prescribed in the Rules from the date when such amount becomes due for payment until the date of receipt by the Promoter.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments within the stipulated time as mentioned in the Payment Plan or as per demand raised by the Promoter through demand draft / bankers’ cheque or online payment in favour of\_\_\_\_\_ payable at\_\_\_\_\_, or through RTGS / NEFT. The bank details for the same, till further otherwise specific instructions, are as follows:

Name of Account Holder: \_\_\_\_\_  
Bank Account Number: \_\_\_\_\_  
Bank Name: \_\_\_\_\_  
Branch Location: \_\_\_\_\_  
City: \_\_\_\_\_  
IFSC: \_\_\_\_\_

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

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund or transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she may be liable for any

action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

#### **4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:**

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

#### **5. TIME IS 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 and the Common Areas to the association of allottees or the competent authority, as the case may be.
- 5.2. Notwithstanding anything contained in this Agreement, if the Promoter completes the construction of the particular stage and / or offers the possession of the Apartment before its due date, the Allottee will be liable to make all due payments as per the demands raised by the Promoter.
- 5.3. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him / her and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C.

#### **6. CONSTRUCTION OF THE PROJECT / APARTMENT:**

- 6.1. The Allottee hereby acknowledges that he / she has seen the proposed layout plan, specifications, amenities and facilities of the Apartment / Project and has accepted and satisfied themselves with the floor plan, Payment Plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.
- 6.2. The 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 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 GDA and shall not have the option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act.

## 7. POSSESSION OF THE APARTMENT:

### 7.1. Schedule for possession of the said Apartment:

(i) The Promoter agrees and understands that timely offer of possession of the Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Allottee understands and undertakes that, subject to the terms and conditions of this Agreement, timely payment of the Total Amount as per the Payment Plan mentioned in the **Schedule C**, and other charges due and payable are essential for the Developer to offer the physical possession of the Apartment. 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 within the time period prescribed by the concerned authorities (including GDA and the Authority), unless there is delay or failure due to war, orders regarding ban on construction passed by court / tribunal / authority / etc., pandemic, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature that makes it impossible for the contract to be implemented. The Allottee agrees and confirms that in the event, it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated, and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 120 (one-twenty) days from such date. The 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, 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.

(ii) In case the Project is developed in phases, it will be the duty of the Promoter to maintain those Common Areas and facilities which are not complete and handover all the Common Areas and facilities to the association of allottees once all phases are completed. The Promoter shall not charge more than the normal maintenance charges from the allottees.

### 7.2. Procedure for taking possession –

(i) Subject to the Allottee satisfying the payment of Total Amount in full, the Developer shall, upon obtaining the occupancy / completion / temporary occupancy certificate / part completion certificate from the concerned authority, issue a written notice for possession (“**Possession Notice**”) to the Allottee within 60 (sixty) days from the date of issuance of the occupancy / completion / temporary occupancy certificate / part completion certificate.

(ii) Upon receipt of the Possession Notice, the Allottee shall, within 30 (thirty) days from the date of its receipt, comply with the following requirements:

- a) Payment of any unpaid amounts of the Total Amount, if any, as provided herein under the Payment Schedule, or as otherwise applicable under applicable laws;
- b) Effect the execution of the conveyance deed / sale deed;

- c) Payment of all sorts of transfer charges, other charges, processing fees, duties payable to the Promoter / GDA / State Government on execution and registration of the conveyance deed / sale deed in respect of the Apartment in favour of the Allottee;
- d) Payment of the registration charges as per applicable laws and advocate / deed writing charges for the execution and registration of the conveyance deed / sale deed of the Apartment, as intimated by the Promoter;
- e) Execution of necessary indemnities, undertakings, Project Maintenance Agreement, Electricity Agreement and the likes as may be required or suggested by the Promoter in respect of the Apartment and to get the same stamped and registered as required under applicable laws with the jurisdictional Sub-Registrar upon payment of applicable stamp duty and other applicable charges directly by the Allottee.

(iii) Furthermore, after the issuance of the completion certificate / occupancy certificate / temporary occupancy certificate / part completion certificate (as applicable) and the Allottee taking possession of the Apartment, the Allottee agrees to pay the maintenance charges as determined by the Promoter / association of Allottees and Fixed / Minimum Electricity and Power Back Up Charges as determined by the Promoter / Nominated Agency.

#### **7.3. Failure of Allottee to take Possession of Apartment:**

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee 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 the actual date of possession. It is clarified that the aforesaid holding charges shall be in addition to the applicable maintenance charges, Fixed / Minimum Electricity Charges and interest on delayed payments until the Allottee takes over the actual possession of the Apartment.

#### **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, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, as per the Applicable Law.

Provided that, in the absence of any Applicable Law the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate / occupancy certificate (as applicable).

#### **7.5. Cancellation by Allottee —**

(i) The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel / withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the (i)Booking Amount / Earnest Money; (ii) interest on any overdue payments; (iii) brokerage paid by the Promoter to the broker, if any; and (iv) any taxes or other passthrough amounts / charges of any nature paid by the Promoter. The Promoter shall return:

- 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty-five) days of such cancellation / withdrawal and;
- the remaining 50% (fifty percent) of the balance amount on reallocation of the Apartment or at the end of 1 (one) year from the date of cancellation / withdrawal by the Allottee, whichever is earlier. The Promoter shall inform the Allottee, 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 reallocation of the Apartment.

#### 7.6. **Compensation —**

- (i) The Promoter shall compensate the Allottee in case of any loss caused to the Allottee due to defective title of the Project 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.
- (ii) 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 Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; (iii) or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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 45 (forty-five) days of it becoming due.
- (iii) 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 45 (forty-five) days of it becoming due.

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

- 8.1. The Promoter hereby represents and warrants to the Allottee as follows:
  - (i) The Promoter has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the said Project for the Project;
  - (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the Project;
  - (iii) There are no encumbrances upon the Project Land or the Project, except as may be disclosed on the website of the Authority;
  - (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, except as may be disclosed on the website of the Authority;
  - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and Project Land 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 laws in relation to the Project, Project Land, Building, Apartment and the 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 and / or development agreement or any other agreement / arrangement with any person or party with respect to the Project 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 allottees or the competent authority, as the case may be;
- (x) The Project / Project 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 Project / Project 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 / temporary occupancy certificate / part completion 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 allottees 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 property) has been received by or served upon the Promoter in respect of the Project Land and / or the Project;

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

- (i) The Allottee is legally competent and has the necessary power and authority to execute, deliver and perform his / her / its obligations under this Agreement and all necessary approvals including any Governmental, regulatory or third-party approval and other actions have been validly obtained to authorize such execution, delivery and performance.
- (ii) The Allottee shall comply with all legal requirements for the purchase of the Apartment after execution of this Agreement and shall sign all requisite applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings, etc., as may be required for the purpose by the

Promoter or association of allottees or as may be required by the GDA and under applicable laws.

- (iii) This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms on the Allottee / anyone claiming under him / her / it.
- (iv) The Promoter has named the Project as “A R DOMAIN” and this name can be changed at the sole discretion and decision of the Promoter only. The Allottee undertakes to use the name of the Project as it is and use the same in its address in the manner it has been put forth by the Promoter.
- (v) The Allottee shall become a member of the association of allottees which will be formed by the owners of the apartments in the Project. The Allottee shall from time to time, in accordance with applicable laws, be required to pay the periodic membership / subscription charges (if any) as per the demands raised by the association of allottees, and sign and execute any application for membership and other papers, instruments and documents in this regard. The Allottee shall observe and perform all the rules, regulations of the association of allottees that may be specified under the bye laws of such association of allottees.
- (vi) The Allottee understands and acknowledges that if there is any change in policy of the Government, by way of circular, notification, legislation, etc., resulting in enhancement of ‘Floor Area Ratio’ of the Project, the Promoter shall have the right to suitably amend the Building plans and related approvals of the Project accordingly and in compliance with applicable laws. The Allottee agrees that he / she shall have no objection to such enhancement / revision in the Floor Area Ratio and the consequential amendment in the Building plans and related approvals.
- (vii) All the unsold spaces and the areas which are not the part of Common Area shall continue to be the property of the Promoter and all rights related to such properties shall vest with the Promoter and are reserved with the Promoter for the said areas.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
  - (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the period specified in Clause 7.1 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 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 / completion certificate / temporary occupancy certificate / part 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 is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, 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 45 (forty-five) days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he / she shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make payments for any instalment despite 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount from the due date of payment at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit.
- (ii) In case the non-payment continues for a period beyond 3 (three) consecutive months from the date of demand by the Promoter, the Promoter may cancel the allotment of the Apartment as well as this Agreement and refund the money paid by the Allottee by deducting the Booking Amount (as paid at the time of Application) and the interest liabilities on overdue payments; brokerage paid by the Company to the broker, if any and any taxes or other passthrough amounts / charges of any nature paid by the Company. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. The total refundable amount shall be refunded by the Company without any interest after the resale of the Apartment.

## 10. **CONVEYANCE OF THE SAID APARTMENT:**

- 10.1. The Promoter, on the receipt of the Total Amount of the Apartment as per Clause 1.3 of this Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the completion certificate / occupancy certificate / temporary occupancy certificate / part completion certificate, as the case may be, to the Allottee.
- 10.2. However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in the Possession Notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his / her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

- 11.1. The Promoter shall be responsible to provide and maintain essential services and Common Areas in the Project till the time the same is taken over by the association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance for 1 (one) year, from the date of completion certificate, has been included in the Total Amount of the Apartment.
- 11.2. However, if the association of allottees is not formed within 1 (one) year of completion certificate / occupation certificate, the Promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in Clause 1.3+10% in lieu of price escalation for the purpose of the maintenance for next 1 (one) year and so on. The Promoter will pay the balance amount available with him against the maintenance charges, and the amounts received by it towards the Interest Free Maintenance Security (“IFMS”), as mentioned hereunder, to association of allottees once it is formed only after deduction / adjustment of maintenance and other charges payable by the Allottee to the Promoter or any of its agency.
- 11.3. It is clarified that in the event the Association has been formed within the said 1 year period, but the Association fails to take handover of the Common Areas from the Promoter, for any reason whatsoever, then in such cases also, the Promoter will be entitled to collect from the Allottees the above mentioned Maintenance Charges and other charges and above mentioned escalation in the maintenance charges as set out in the maintenance agreement.
- 11.4. Till the time the association of allottees are handed over the said Common Areas, the Promoter shall have a right to appoint any agency / Person, at its sole discretion, (“Maintenance Agency”) for undertaking maintenance of Common Areas and facilities and providing other maintenance services as per terms and conditions set out in the maintenance agreement. The Promoter or the Maintenance Agency appointed by it shall have the right to recover applicable maintenance electricity & power back up charges(as mentioned in the Payment Schedule or in Maintenance Agreement and Electricity / Power Back Up Agreement) and other charges as set out in the Maintenance Agreement and the Electricity / Power Back Up Agreement and the Allottee shall pay the same as demanded by the Promoter / Maintenance Agency / Agency.
- 11.5. It is agreed by the Allottee that in addition to the payment of maintenance charges as per the maintenance agreement executed by it / them, the Allottee shall also deposit an amount as mentioned in this agreement towards sinking fund, as replacement fund to be established for meeting the expenses relating to repair / replacement of capital equipment including such as lifts, pumping sets, water mains, electric cables, transformers, generators, fire-fighting installations, devices and equipment's, painting of exterior walls of the complex, major repairs of the common areas and facilities, as and when required to be attended to, in the absolute discretion of the Promoter.
- 11.6. The internal maintenance of the Apartment in all respects shall be carried out by the Allottee at his own expenses and the Promoter shall have no responsibility in this respect.
- 11.7. Till such time, the association of allottees is formed in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance), Rules 2010, the Allottee agrees that the Promoter / the Maintenance Agency appointed by it shall be fully entitled to revise the charges for maintenance, electricity & power back up and contribution towards interest free maintenance security and sinking fund, as and when required, from time

to time, keeping in mind the increasing cost of manpower, material and other incidental expenses etc.

- 11.8. The Allottee agrees and undertakes that he shall make the timely payment of all charges towards maintenance etc. as provided in this agreement / maintenance agreement / electricity / power back up agreement and in case of default, he shall be liable to pay interest on arrears as prescribed in the maintenance agreement / electricity / power back up agreement and in case of continued default, the Allottee shall stand deprived of its right to use such common areas, services and facilities.
- 11.9. In the event, the Allottee permits a third party to occupy the Apartment under whatsoever arrangements between them, such third party shall also be bound to pay the maintenance and other charges as agreed herein and in case of his / its failure, it is the Allottee who shall be responsible and liable to pay the due amounts in this respect. The contents of each apartment along with the connected structural part of the Building shall be insured by the allottees at their own cost against fire, earthquake etc.
- 11.10. The Promoter, after handing over of the possession of a particular apartment, shall in no way be responsible for safety, stability etc. of the structure.

## **12. DEFECT LIABILITY:**

- 12.1. 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 this Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of the offer of possession or date of obtaining Completion Certificate / Partial Completion Certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter fails 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.
- 12.2. The defect(s) caused on account of normal wear and tear and / or negligent use of the Apartment by the Allottee / occupiers without proper internal maintenance, vagaries of nature shall be exempted and the Promoter shall not be responsible / liable in such cases.
- 12.3. The Allottee acknowledges that a number of machines / equipment / products / services installed / provided by the Promoter have been outsourced by the Promoter in construction / development of the Apartment / Project including the installation of lifts / DG sets / fixtures etc., manufactured or provided by the outside vendors and such machines / equipment / products / services are supported by warranties for limited period. The Promoter shall not be responsible / liable for any manufacturing or other defects arising from / on account of the said machines / equipment / products / services and the Allottee / association of allottees can approach such third parties directly for such warranty / service claims.

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

The Promoter / Maintenance Agency / association of allottees shall have the right of unrestricted access to all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and / or Maintenance Agency 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 in the Common Areas, covered parking and parking spaces.

**14. USAGE:**

**14.1. Use of Basement and Service Areas:**

The basement and service areas, 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, firefighting pumps and equipment 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 for the allottees. The areas not permitted for the use of the allottees shall be reserved for use by the Maintenance Agency and then the association of allottees, for rendering maintenance services in the Project.

**14.2. Apartment:**

- (i) The Allottee shall use the Apartment for residential purposes only.
- (ii) The Allottee undertakes not to (a) use the said Apartment or permit the same to be used for any other purpose other than for residential purposes; or (b) use the same for any unlawful, illegal or immoral purposes; and / or (c) do or cause to be done any act / omission which may cause, damage the environment, cause noise pollution, nuisance, damage, annoyance or inconvenience to the other allottees / occupiers of adjoining apartments / areas / building.
- (iii) Any change in the specified usage of the Apartment, which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency or is detrimental to the public interest shall be a material breach of terms and conditions of this Agreement by the Allottee.
- (iv) The Allottee shall also not use the Apartment in a manner that tends to cause damage to any flooring or ceiling or services of any apartment over, below, adjacent to his Apartment or causes interference to any adjacent building(s) or in any manner interfere with the use of spaces, passages, corridors, roads or amenities available for common use.
- (v) The violation / breach of any terms and conditions in respect of the usage of the Apartment by the Allottee / its occupier shall hold the Allottee / occupier solely responsible and liable for any injury, loss or damage as may be caused for such violation / breach, including imposition of any penalty and the allottee / occupier shall indemnify and keep the Promoter / Maintenance Agency harmless in respect of the breach of its obligations in this regard.

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

15.1. Subject to Clause 12 above, the Allottee shall, after taking possession of the Apartment, be solely responsible to maintain the Apartment at his / her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building in which the Apartment is located, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment,

its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building (in which the Apartment is located) is not in any way damaged or jeopardized.

- 15.2. The Allottee further undertakes, assures and guarantees that he / she would not put any sign-board / nameplate, 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 Allottees 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 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 shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and / or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4. Upon handing over the Apartment, the Allottee shall not make any structural alterations to the Apartment and / or effect any change to the plan or elevation and shall not enclose the balconies attached to the Apartment.
- 15.5. The Allottee shall not demolish the said Apartment or any part thereof nor will at any time make or cause to be made any construction / additions / alterations of whatever nature to the said Apartment or any part thereof.

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the 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.

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

After the Promoter executes this Agreement, he / she shall not mortgage or create a charge on the Apartment in which the Apartment is located and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) OWNERSHIP ACT, 2010**

The Promoter assures the Allottee that the Project in its entirety is in accordance with the provisions of the U.P. (Promotion of Construction, Ownership and Maintenance) Act, 2010.

**20. BINDING EFFECT:**

- 20.1. Mere forwarding / providing a copy of this Agreement to the Allottee at the time of making an application for allotment by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee, until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of booking for the said Apartment made by the Allottee, and secondly, appears for registration of the same before the concerned Sub-Registrar in accordance with law.
- 20.2. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of booking by the Allottee and / or appear before the Sub-Registrar for its registration in accordance with law, 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.

**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, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, 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 TO ALLOTTEE / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment 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. RAISING OF FINANCE BY THE ALLOTTEE(S):**

- 24.1. The Allottee may obtain finance / loan from any financial institution / bank but the Allottee's obligation to pay Total Amount and other charges etc., for the Apartment pursuant to this Agreement, shall not be contingent on the Allottee's ability or competency to obtain / serve such financing and the Allottee shall remain strictly bound by the terms and conditions governing this Agreement. It is clarified that the liability and responsibility towards such financial institutions, banks etc., for the loan / finance obtained by the Allottee, shall be that of the Allottee alone and the promoter shall not have any responsibility or concern in this respect. If due to any reason, the financial institution / bank delays in disbursing payment to the Promoter, the Promoter will be entitled to charge delay payment interest to the Allottee and the Allottee does not have any objection in the same.
- 24.2. Any loan facility from banks / financial institutions availed by the Allottee in respect of the said Apartment shall be subject to the terms and conditions as imposed by the Promoter and / or bank / financial institution; and the Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.

- 24.3. The Allottee understands and agrees that the Promoter shall always have its lien / charge on the said Apartment for all unpaid dues and outstanding amounts payable by the Allottee, and the execution of conveyance deed of the Apartment in favour of the Allottee shall be subject to the Allottee providing to the Promoter a no objection certificate from such financial institution / Bank / NBFC in the form satisfactory to the Promoter.
- 24.4. The Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage / charge / security before or hereafter made / created by the Promoter in respect of the Project / Total Project / said Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof. Such charge, mortgage or encumbrances shall not constitute a ground for objection by

the Allottee or excuse the Allottee from making the payment of the Total Amount / other amounts / charges payable in respect of the said Apartment or performing all other obligations by the Allottee hereunder or be the basis of any claim against or liability of the Promoter.

- 24.5. The Allottee agrees that in the event of cancellation of the allotment of the said Apartment, termination of this Agreement / tripartite agreement executed with the lending bank / financial institution / Promoter, the Promoter shall be entitled to make payment to the lending bank / financial institution as per the said tripartite agreement, and payment by the Promoter to the lending bank / financial institution shall be deemed to be the fulfilment of obligation of Promoter for refund of amount to the Allottee under this Agreement and discharge the Promoter to the extent of such payment of its obligation to the Allottee. The Allottee further agrees that it shall not create any hindrance, interference, claims, disputes etc. whatsoever, in respect of such compliance by the Promoter in the discharge of its obligations under the said tripartite agreement.

## **25. WAIVER NOT A LIMITATION TO ENFORCE:**

- 25.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment.
- 25.2. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other allottees.
- 25.3. 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.

## **26. SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in 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.

**28. 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.

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. All the expenses related to the execution / registration of the conveyance deed shall be borne by the Allottee.

**30. NOTICES:**

Any notice, demand or other communication to be served under this Agreement may be served upon the Allottee or the Developer by registered post with acknowledgement due or Speed Post or courier service or through email at the addresses provided below or at such other address as may be notified in writing to the other party.

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

Promoter:

Contact Person: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

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

Allottee:

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

Contact Number: \_\_\_\_\_

Email ID :

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

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

**31. JOINT ALLOTTEES:**

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

**32. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, as the case may be, prior to the execution and

registration of this Agreement for such Apartment, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the Rules or the Regulations made there under.

**33. GOVERNING LAW:**

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

**34. 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 as the case may be through the Authority or Adjudicating Officer appointed under the Act.

**35. JURISDICTION:**

The Courts at Ghaziabad, Uttar Pradesh shall, to the specific exclusion of all other courts, have the jurisdiction in all matters arising out of or concerning this Agreement, regardless of place of execution, subject matter of this Agreement, place of residence of the Allottee or place of office of the Promoter.

**36. DECLARATION:**

The Allottee has entered into this Agreement after being satisfied with the Project. The Promoter has given access to the Allottee to all the documents, including the approvals, to satisfy the Allottee with respect to the various queries made by the Allottee in relation to the Apartment / Project / Project Land. The Allottee(s) has / have satisfied itself / themselves and has / have understood the obligations and limitations in respect thereof. The Allottee has conducted its own diligence and investigation in respect of the Apartment and the Project / Project Land, and has inter-alia reviewed the information pertaining to the Project available on the website of the Authority and it is only after the conduct of its own due diligence and investigation in respect of the Unit and the Project / Project Land, that the Allottee is making this Agreement and the Allottee is not influenced by any verbal or otherwise commitment by any person before making this agreement.

**IN WITNESS WHEREOF, THE PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT \_\_\_\_\_ IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.**

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature\_\_\_\_\_  
Name\_\_\_\_\_  
Address\_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

(2) Signature\_\_\_\_\_  
Name\_\_\_\_\_  
Address\_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature\_\_\_\_\_  
Name\_\_\_\_\_  
Address\_\_\_\_\_

In the presence of:

**WITNESSES:**

(1) Signature\_\_\_\_\_  
Name\_\_\_\_\_  
Address\_\_\_\_\_  
(2) Signature\_\_\_\_\_  
Name\_\_\_\_\_  
Address\_\_\_\_\_

**SCHEDULE 'A'**

PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE 'B'**

FLOOR PLAN OF THE APARTMENT

**SCHEDULE 'C'**

PAYMENT PLAN

**SCHEDULE 'D'**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

**SCHEDULE 'E'**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)