

## **AGREEMENT FOR SALE**

This Agreement for Sale (Agreement) executed on \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

### **BY AND BETWEEN**

**M/S INFRAEGIS CONSTRUCTIONS PRIVATE LIMITED** (CIN U70109UP2021PTC153205) a Company duly registered and formed under the provisions of the Companies Act, 2013 having its registered office at The Corenthon Tower, Tower-B 6th Floor, Office No. 46, Sector 62, Noida, Uttar Pradesh, India – 201301 represented by its authorized partner, [\_\_\_\_], (Aadhar No. \_\_\_\_) duly authorized vide board resolution dated [\_\_\_\_] (hereinafter referred to as the “**Promoter/Developer**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

### **AND**

*[If the Allottee is a company]*

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

### **OR**

*[If the Allottee is a partnership]*

[\_\_\_\_], a partnership firm registered under the Indian Partnership Act, 1932, having its principal office of business at [\_\_\_\_], (PAN [\_\_\_\_]), represented by its authorized partner, [\_\_\_\_], (Aadhar No. \_\_\_\_) duly authorized vide board resolution dated [\_\_\_\_] (hereinafter referred to as the “**Allottee**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

### **OR**

*[If the Allottee is an individual]*

Mr/Ms. [\_\_\_\_], (Aadhar No. \_\_\_\_) son/daughter of [\_\_\_\_], aged about [\_\_\_\_], residing at \_\_\_\_\_, PAN No. \_\_\_\_\_, (hereinafter referred to as the “**Allottee**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns).

### **OR**

*[If the Allottee is a HUF]*

Mr. \_\_\_\_\_ (Aadhar 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).

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, unless the context otherwise requires,

- "Act" means the Real Estate (Regulation and Development) Act, 2016(16 of 2016).
- "Authority" means Uttar Pradesh Real Estate Regulatory Authority
- "Government" means the Government of Uttar Pradesh.
- "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- "Section" means a section of the Act.

#### **WHEREAS:**

- A. The Promoter is the absolute and lawful owner of the land comprising Khasra No. 1048 (min) and Khasra No. 1061 (min), admeasuring a total of 12,674.63 square meters, situated at Noor Nagar, Pargana Loni, Tehsil and District Ghaziabad (the "**Said Land**" or "**Project Land**"), by virtue of Sale Deeds dated 12.04.2024, registered with the office of the Sub-Registrar, Ghaziabad under Registration Nos. 4373, 4369, and 4375, and Sale Deed dated 19.05.2023, registered with the office of the Sub-Registrar, Ghaziabad under Registration No. 5083.
- B. The Said Land is earmarked for the purpose of building, developing and constructing a \_\_\_\_\_ [commercial/residential] project, comprising of units to be used for Residential/Commercial purposes (as applicable) and the said Project shall be known as "**ATLAS**" ("**Project**");
- C. That the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed.
- D. The Ghaziabad Development Authority has issued a Sanction Letter dated 25th June 2025, bearing No. Group Housing/09018/GDA/BP/23-24/1564/17052025, granting approval to develop the Project on the Said Land

E. The Promoter has obtained requisite layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment, units or building, as the case may be, from Ghaziabad Development Authority. 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 \_\_\_\_\_ on dated \_\_\_\_\_ under Registration No \_\_\_\_\_

G. The Allottee had applied for the apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. mtrs (..... sq. ft.) type \_\_\_\_\_ on \_\_\_\_\_ floor in [tower/block/building) no. \_\_\_\_\_ (“Building”) along with \_\_\_\_\_ garage/covered parking (as applicable), as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (d) of Rule 2 (1) of the U.P. Real Estate (Regulation and Development) Rules, 2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as “Apartment/Unit/Flat” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B.

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 laws, rules, regulations, notifications, etc., applicable to the Project/Project Land;

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 all 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 hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in Para G.

**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:

<p><b>1. TERMS</b></p> <p>1.1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment/Unit as specified in Para G.</p> <p>1.1.2. Both the Parties confirm that they have read and understood the provisions of Section-14 of the Act. A brief description of the Unit is attached as <b>Schedule A</b> and floor plan as <b>Schedule B</b>.</p>
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1.2. The Total Basic Price for the Unit/Apartment based on the Carpet Area is INR \_\_\_\_\_/- (Rupees ..... only) ("Price").

Block /Building /Tower	
Apartment no/ unit no	
Type	
Floor	
Carpet Area	

**Explanation:**

- (i) The Price includes the booking amount paid by the Allottee to the Promoters towards the Apartment/Unit.
- (ii) The Price above excludes 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 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;

(iv) The Price of [Apartment/Unit] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire

	<p>detection and firefighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Unit] and the Project</p> <p>(v) However, the Price does not include (i) the stamp duty &amp; registration charges of this Agreement and Conveyance Deed, documentation charges/ legal charges including statutory deposits, administrative charges for registration, transfer, endorsement, name addition/ deletion etc. charges; (ii) preferential location charges (PLC) (if applicable); and (iii) all other charges as detailed in Clause (iv) below as specifically excluded from the Price of the Apartment and the same shall be payable by the Allottee (s) on demand by the Promoter.</p>
	<p>1.3. The Price of the Unit is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee (including but not limited to EDC/IDC/FFC/EEC) payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments: Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.</p> <p>The Allottee also agrees that if any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities, court, tribunal etc., made applicable to the said Unit / Project, requires provision of new / additional facilities / equipment / devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., and / or increase in any type of securities to be paid by the Promoter / Allottee to the competent authorities, increase in deposits and charges and increase therefor for supply of electrical energy and any other additional charges which may be levied or imposed by any competent authority, court, tribunal etc. from time to time, then the cost of such additional devices, equipment, facilities or upgradation, security, deposit, charges etc. shall also be borne and paid by the Allottee on proportionate basis, as and when demanded by the Promoter.</p> <p>In addition to the Total Basic Price, the Allottee (s) hereby undertakes and agrees to pay the following Other Charges:</p> <ul style="list-style-type: none"> <li>• Maintenance Charges for maintenance of the Common Areas at the rates as may be specified by the Promoter as per clause 11</li> <li>• Interest Free Maintenance Security Deposit (IFMS)</li> <li>• EDC, EEC and FFC</li> </ul>

	<ul style="list-style-type: none"> <li>• Meter Charges</li> <li>• Power Backup charges</li> <li>• Water and sewage charges</li> <li>• Club Charges as applicable</li> <li>• Labour Cess</li> <li>• Association charges</li> <li>• Proportionate charges for all enhanced applicable taxes</li> </ul>
1.4.	The Allottee(s) shall make the payment as per the payment plan set out in Schedule C (the “ <b>Payment Plan</b> ”).
1.5.	The Parties agree and confirm that it shall be the sole discretion/ right/ decision of the Promoter to accept/ deny any early payments towards the Price or to grant any rebate/credit in case of early payments. The provision for allowing rebate and such rate of rebate shall not be subject revision/withdrawal, once granted to an Allottee by the Promoter.
1.6.	<p>It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in Schedule D and Schedule E in respect of the Unit or Building or the Project without the previous written consent of the Allottee(s) as per the provisions of the Act or as per approvals / instructions / guidelines of the competent authorities.</p> <p>Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act or as per approvals / instructions / guidelines of the competent authorities.</p>
1.7.	<p>The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Unit/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 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 <b>forty-five days</b> 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 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 C. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.2 of this Agreement.</p>

1.8	<p>Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the as mentioned below:</p> <ul style="list-style-type: none"> <li>(i) The Allottee shall have exclusive ownership of the Apartment upon execution of Conveyance Deed;</li> <li>(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of 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, validly constituted as per the provisions of Uttar Pradesh Apartment Ownership Act, formally takes over the administration of the said Project from the Developer/Maintenance Agency after duly obtaining the completion certificate from the competent authority as provided in the Act. The Parties hereunder agree that the Promoter shall have no liability, whatsoever, to maintain the Project in any manner, beyond the period of 5 (five) years from the date of issuance of completion certificate of the Project as required under the License.;</li> <li>(iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and Unit subject to prior written permission from Promoter.</li> </ul>
1.9	<p>It is made clear by the Promoter and the Allottee agrees that the [Apartment/Unit] along with garage/covered parking (if applicable) except facilities parking 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 zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's and amenities other than declared as independent areas in deed of declaration shall be available for use and enjoyment of the Allottees of the Project.</p>

1.10	<p>The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person</p>
1.11	<p>The Allottee has paid a sum of Rs. _____ (Rupees only) as booking amount being which [Apartment/Unit] within Provided interest part payment towards the Price of the [Apartment/Unit] at the time of application the receipt of the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter the time and in the manner specified therein: that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay at the rate prescribed in the Rules.</p>
2.	<p><b>MODE OF PAYMENT:</b></p> <p>2.1. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '_____ ' payable at _____ .</p> <p>2.2. For all payments through A/c Payee cheque / demand draft / banker's cheque, the date of clearance of such A/c Payee cheque / demand draft / banker's cheque shall be taken as the date of payment. For online payment, the date of intimation by the Allottee to the Promoter regarding debit from his bank account shall be credit taken as the date of payment, and credit for the payment made will be given on actual credit of the amount from the bank and credit for such payments will be given to the Allottee on the date of such intimation by the Allottee post actual credit of the amount in the bank account of the Promoter. In case of outstation cheque / demand draft or wire transfer, any charges including collection charges debited by bank, shall be borne by the Allottee and will be debited to the Allottee's account. Further, the Promoter is not and shall not be liable for any currency exchange rate given by the bank (in case of foreign remittance). Promoter will credit Allottee's account with the amount credited in Promoter's account.</p>

2.3. All the payments to be made by the Allottee shall be subject to realization of Cheque / Demand draft etc. In case of dishonour of any Cheque / Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to the right and remedies available to the Promoter, the Promoter shall be entitled to and the Allottee shall be liable to pay the equivalent cheque amount along with the delayed interest and applicable bank charges to the Promoter. In case of first time of cheque being dishonoured, a sum of Rs.1000/- (Rupees One Thousand Only) would be debited to the Allottee account in addition to the bank charges. This is without prejudice to the right of the Promoter to terminate this Agreement as a breach on the part of the Allottee.

2.4. The Promoter shall not be responsible to the Allottee(s) or towards any third party that might have made payments / remittances to the Promoter on behalf of the Allottee in respect of the Unit and the Allottee shall remain solely and absolutely responsible for ensuring and making all the payments due. Such third party shall not have any right whatsoever in the Unit even if such third party has made any payment. The Allottee shall remain solely, absolutely and directly responsible for any third-party payment that the Promoter may receive against the said Unit. The Promoter is not privy to any understanding between the Allottee and the third-party making payment on behalf of the Allottee and the Allottee shall be responsible for all compliances with Applicable Laws in this regard. Notwithstanding the source of any payment, the Promoter shall issue the payment receipts only in favor of the Allottee and notwithstanding any such arrangement, under all circumstances, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due even in the case of any bank, financial institution or company with whom a tripartite Agreement has been separately executed for financing any payment for the said Unit. Any delay, shortfall in or denial of any payment to the Promoter shall be to the risk and consequence of the Allottee in terms hereof. In addition, 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 here of by the Allottee, be limited to facilitating the concerned bank / financial institution / company to take the original executed sub-lease deed. The Allottee shall be responsible and liable for making all payments to the persons from whom he has borrowed the money and shall indemnify and keep the Promoter indemnified against all claims made against the Promoter or the Unit by such persons.

2.5. That in case the cost/ value of the Unit booked/allotted is Rs.50,00,000/- (Rupees Fifty Lakh only) or more; in such a case each and every payment made or to be made by such Allottee in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such Allottee and the total amount of TDS so deducted shall be deposited by such

	<p>Allottee to the credit of the Central Govt. The same is being necessitated as it has been mandated through an amendment in the Income Tax Act, 1961, by insertion of a new Sec 194-IA &amp; notified by CBDT vide Notification No.S.O.1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to the Builder/Company/seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of the Central Govt. The credit of the same shall be reflected in the accounts of the said Allottee once he/ she submits the proof of payment of 'TDS on purchase of property' and the buyer/customer/Allottee shall issue to the Builder/Company/ seller a TDS Certificate in Form-16B. Considering the same, it is mandatory for the Allottee to have a valid Permanent Account Number (PAN). Further, the deduction of TDS shall be applicable on circle value of unit or sales consideration of unit whichever is more. For further details Allottee may visit "www.incometaxindia.gov.in". Allottee is further requested to mention the address of the Promoter on the challan for payment of "TDS on purchase of property" address of the Promoter.</p>
3.	<p><b>COMPLIANCE OF LAWS RELATING TO REMITTANCES FROM ABROAD:</b></p> <p>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, 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 / they may be liable for any action under the Foreign Exchange Management Act, 1999 and / or other laws as applicable, as amended from time to time.</p> <p>3.2. The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of 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 / Person making payment / remittances on behalf of any Allottee and such third party / Person shall not have any right in the application / allotment of</p>

	<p>the said unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.</p>
4.	<p><b>ADJUSTMENT/APPROPRIATION OF PAYMENTS:</b></p> <p>The Allottee authorizes the Promoter to adjust/appropriate all payments made by him / her / its under any head(s) of dues against lawful outstanding of the Allottee against the Unit, if any; in his / her /its name and the Allottee undertakes not to object / demand / direct the Promoter to adjust his payments in any other manner.</p> <p>The Promoter will be entitled to adjust and appropriate the amount paid by the Allottee first, towards the interest on overdue payments and thereafter towards any overdue payments or any outstanding demand and finally, the balance, if any, shall be adjusted towards the principal amount of current dues for which the payment is tendered and the Allottee agrees to accept such appropriation which shall be binding up on him.</p>
5.	<p><b>TIME IS ESSENCE</b></p> <p>The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration with the Authority and towards handing over the Unit to The Allottee and the Common Areas to the Association of the Allottees of the Building / Project or the competent authority, as the case maybe.</p> <p>Similarly, the Allottee agrees that the timely payment of instalments of the Price and other charges / dues and meeting of its obligations by him / her / it, is the essence of this Agreement and that he/ she / it shall make the timely payments as obligated and agreed as per Payment Plan [Schedule C]. It is understood that any delay in payment of instalment would hamper the development of the Unit/the Project.</p>
6.	<p><b>CONSTRUCTION OF THE PROJECT/UNIT</b></p> <p>6.1. The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted 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. 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 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.</p> <p>6.2. The Preferential Location Charges ("PLC") are dependent upon the location of the said Apartment and shall be charged from the Allottee (s) as per the</p>

prevalent applicable policy of the Promoter. The Allottee (s) hereby agrees to pay the PLC for preferential location as described in this Agreement in the manner and within the time as stated in the Payment Plan annexed to this Agreement. However, the Allottee (s) hereby specifically agrees that, in case due to any addition/ alteration/ revision in the layout plan/ zoning plan, if the said Apartment ceases to be in a preferential location, the Promoter may adjust or refund only the amount of PLC paid by the Allottee (s) and the decision taken by the Promoter in this regard, shall be final and binding on the Allottee (s). Further, in case of refund, the said amount shall be adjusted in the last instalment as stated in the Payment Plan as annexed with this Agreement. If the Allottee (s) has not chosen a preferred location for the said Apartment, however, due to any change in the layout plan, or change in location, the said Apartment becomes preferentially located, in such a case, the Allottee (s) shall be liable and agrees/ undertakes to pay the requisite amount as and when demanded by the Promoter as PLC. In case however, the Allottee (s) is not desirous of continuing with the allotment of the said Apartment in his/ her favour after such change being intimated to him/her as above, the Allottee (s) shall be given an option by the Promoter for the other Apartment, which does not bear any PLC. However, the same shall always be subject to the availability.

- 6.3. The Allottee (s) understands and agrees that the Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that the external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, drainage lines, roads, electricity, and other such integral services are to be provided by the appropriate Government and/ or the local authorities and the Promoter is dependent on the appropriate Government for providing such external linkage and the Promoter shall bear no responsibility for such unfinished work.
- 6.4. Subject to provisions of the Act, the Allottee hereby expressly agree that all necessary facilities, assistance and co-operation will be rendered by the Allottee/s to the Promoter to enable the Promoter to make additions, alterations and / or to raise additional floor or floors or structures in accordance with the amended or modified plans as may be sanctioned by the competent authority. The Allottee/s as a member of the Association of Allottees, undertakes to accord consent to such said Association of Allottees to in turn grant to the Promoter full permission, facility, assistance and co-operation to enable the Promoter to enter upon the said Land and construct additional floors thereof, change the user thereof and also for the aforesaid purpose to shift the water tanks and other structures, etc., on upper floor(s) when so constructed (as may be applicable).
- 6.5. It is agreed between the Parties that the Promoter shall be entitled to develop the Said Land / Project in a phase-wise manner as the Promoter may desire in terms of the sanctioned plans and specifications as may be revised or amended from time to time in accordance with the provisions of law.

7.

## POSSESSION OF THE UNIT/APARTMENT

### 7.1. Schedule for completion of the said Unit and offer of possession–

(i) The Promoter agrees and understands that timely delivery of possession of the Unit/Apartment to the Allottee and the Common Areas to the Association of Allottees of Project or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before [REDACTED], unless there is delay due to Force Majeure conditions affecting the regular development of the real estate project (which includes but is not limited to war, flood, drought, fire, cyclone, earthquake, NGT & CAQM ban on construction, any other calamity/pandemic/epidemic or any lockdown declared by Governmental Authority for any shutdown of the State/Country caused by nature affecting the regular development of the real estate (“Force Majeure”).

Where the completion of the Unit / Building / Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall accordingly be entitled to the extension of time for completion of the project and correspondingly delivery of possession of the Unit. Provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented.

Provided that such Force Majeure conditions are not of a nature which make 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 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. The Allottee further agrees that he shall not have any objection if the Apartment is re- sole/ rebooked to any third Party. 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 RWA 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** - The Promoter, upon obtaining the occupancy certificate/completion certificate/part occupancy (as applicable) from the competent authority shall offer in writing the possession of the Apartment/Unit, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of such completion certificate/occupancy certificate/part occupancy certificate (as applicable) and to complete the

formalities of the possession handover subject to clearance of all outstanding payments of any nature whatsoever, vide the final offer of possession letter.

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/part occupancy certificate (as applicable). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the occupancy certificate for the Project. The Promoter shall hand over the completion certificate of the apartment, 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 as per Para 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 by paying all the dues/ charges (if any) to the Promoter, 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 para 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 and other charges for the period beyond 3 months from the date of occupancy certificate till actual date of possession in addition to maintenance charges as specified in para 7.2.

**7.4. Possession by the Allottee** - After obtaining the occupancy certificate/completion certificate/part occupancy (as applicable) and handing over physical possession of the Apartment to the Allottees, 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 thirty days after obtaining the completion certificate/occupancy certificate/part occupancy (as applicable)].

**7.5. Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment and refund the remaining amount without interest. 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 re-allotment of the apartment or at the end of one year from the date

	<p>of cancellation / withdrawal by the allottee, whichever is earlier. The Promoter shall inform the previous 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 re-allotment.</p> <p><b>7.6. Compensation</b> — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.</p> <p>Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment/Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him 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:</p> <p>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.</p>
8.	<h2>REPRESENTATIONS AND WARRANTIES</h2> <p>8.1. The Promoter hereby represents and warrants to the Allottee as follows:</p> <ul style="list-style-type: none"> <li>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;</li> <li>ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;</li> <li>iii. There are no encumbrances upon the Said Land or the Project;</li> <li>iv. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;</li> <li>v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment is 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;</li> <li>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;</li> </ul>

- vii. The Promoter has not entered into any agreement for sale 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 Allottees or the competent authority, as the case may be;
- x. The Schedule Property 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 Schedule Property;
- 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 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 said Land and/or the Project.

8.2. The Allottee here by 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. This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms on the Allottee / anyone claiming under him / her / it.
- iii. The execution, delivery and performance by the Allottee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under any law applicable to the Allottee or any contractor Agreement to which the Allottee is a party or by which the Allottee may be bound, any Agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee or the consummation of the transaction contemplated hereby.
- iv. All the unsold spaces and the areas which are not the part of Common Areas shall continue to be the property of the Promoter and all rights related to such

	<p>properties shall vest with the Promoter and are reserved with the Promoter for the said areas.</p> <p>v. The Promoter shall have the right to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold unit(s) with in the said Project, and the Allottee shall have no right to raise objection or make any claim on this account.</p> <p>vi. All the provisions contained herein and the obligations arising hereunder in respect of the said Unit / said Building / said Project shall equally be applicable to and enforceable against any and all the occupiers, tenants, licensees and/or subsequent purchasers / assignees of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.</p> <p>vii. The Allottee shall not use or cause to be used any common area / facility / services for a purpose other than the respective intending uses.</p> <p>viii. The Allottee confirms that the Allottee/s has / have visited and has/have physically seen the said Unit and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said Project or the said Unit;</p> <p>ix. The Allottee hereby declares that he / she / they has / have gone through this Agreement and all the documents related to the Project and the said Unit and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same, unless the same is in contravention of the Act or the Rules;</p> <p>x. Not to do or suffer to be done anything in or to the said Project, said Unit, staircase Common Areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change / alter or make addition in or to the Building or to the said Unit itself or any part thereof and to maintain the said Unit at his/her/their own cost in good repair and condition from the date on which the Allottee is permitted to use the said Unit. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority and shall also pay any penal charges levied by the authorities;</p> <p>xi. Not to bring, without prior written permission of the Promoter and / or Maintenance Agency, any commercial vehicle inside the said Project.</p> <p>xii. Not to use the garden and the playground provided in the said Project as common facilities provided in the said Project, for any purpose other than recreation;</p> <p>xiii. Not to store anything in the Common Areas, car parking space/s, staircases, refuge floors nor store any goods in the said Unit which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building / Project or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building / Project and in case any damage is caused to the said Building / Project on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and shall repair the same at his / her / their own cost;</p>
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- xiv. Not to change the use of the Unit and / or make any structural alteration and /or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Unit and not to cover or construct anything on the open spaces, garden, recreation area and / or parking spaces / areas and / or refuge areas;
- xv. Not to demolish or cause to be demolished the said Unit or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof and keep the portion, sewers, drains, pipes in the said Unit appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building / Project in which the said Unit is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the said Unit without the prior written permission of the Promoter;
- xvi. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building / Project and not to cover / enclose the planters and service ducts or any of the projections from the said Unit or within the said Unit, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Unit without the prior written permission of the Promoters, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said Project;
- xvii. Not to shift windows of the said Unit and / or carry out any changes in the said Unit so as to increase the area of the said Unit and/ or put any grill not in conformity with the rest of the grills and / or façade of the Building/ Project which would affect the elevation of the Building / Project and / or carryout any unauthorized construction in the said Unit. In the event if any such change is carried out, the Allottee/s shall remove the same within 24 hours of notice in that regard from the Promoter. In the event if the Allottee/s fails to remove the same within the period of 24 hours, then the Promoter shall be entitled to enter upon the said Unit and remove such unauthorized construction and the Allottee/s hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Promoter
- xviii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Unit and the Building / Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
- xix. The Allottee shall permit the Promoter and its surveyors, architects, engineers, contractors, employees and agents with or without workmen and others and its employees at reasonable times to enter into and upon the Unit or any part thereof for the purpose of viewing or repairing or maintaining and cleaning any part of the said Building/ Project including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto as also for the purpose of making, laying, installing and / or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Unit for the benefit of the said Building / Project and for the purpose of, maintaining, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires,

	<p>structure or other conveniences belonging to or serving or used for the Building, after giving prior notice thereof. The Allottee shall not obstruct or hinder the Promoter and / or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;</p> <p>xx. Shall not violate and shall abide by all rules and regulations framed by the Promoter or under any law for the time being in force, for the purpose of maintenance and up-keep of the Building / Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Unit</p> <p>xxi. Shall not violate and shall observe and perform all the rules and regulations which the Association of Allottees may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Unit therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association of Allottees regarding the occupation and use of the said Unit in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;</p> <p>xxii. Shall never in any manner enclose any flower beds / pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Unit and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Unit at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Unit to its original state.</p> <p>xxiii. That the Allottee agrees not to use the said Unit / Flat or permit the same to be used for purpose other than for residential purpose or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Unit / Flat in the Building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Unit/Flat which tend to cause damage to any flooring or ceiling of any Unit / Flat over or below or adjacent to his Unit / Flat or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.</p> <p>xiv. Allottee(s) agrees and acknowledges that the Total Sale Price / consideration of the Unit applied for is fair and acceptable to the Allottee(s). The Allottee(s) further agrees an acknowledges that a similar Unit may be/have been sold / allotted / conveyed by the Promoter at a different price / consideration, the Allottee(s) shall not raise any objection or claim in this regard</p>
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**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 time period specified as per RERA and Para 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 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 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 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;
- (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 except the Booking Amount(10% of Unit cost), along with interest at the rate as prescribed in the Rules within 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 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 forty-five days of it becoming due. The amount so payable shall be adjusted towards the amount sought to be paid at the time of possession.

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

- (i) In case the Allottee fails to make payments for 2 (two) -consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided

	<p>otherwise under the Rules. The Promoter must not be in default to take this benefit.</p> <p>(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/Unit] in favour of the Allottee and refund the money paid to him by the Allottee 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 about such termination at least thirty days prior to such termination.</p>
10.	<p><b>CONVEYANCE OF THE SAID UNIT:</b></p> <p>10.1. The Allottee agrees that on receipt of Total Price of the Unit as per Para 1.2 along with other charges, costs, payments, interest, deposits, securities, etc. under this Agreement, the Promoter shall execute a conveyance deed in favour of the Allottee and convey the title of the Unit together with proportionate indivisible share in the Common Areas within (i) 3 months from the date of issuance of the completion / occupancy / part occupancy certificate, as the case may be (as per applicable laws), for the Building / Project, or (ii) with in such of the time as may be prescribed under applicable laws, or (iii) as per time lines agreed herein in preceding paras, whichever is later.</p> <p>Until a conveyance deed is executed and registered in favour of the Allottee, the Promoter shall continue to be owner of the Unit. The Allottee shall be liable to pay all fees, duties, taxes, expenses, other costs, etc. including stamp duty, registration charges, transfer duty and all other incidental and legal expenses for the execution and registration of this Agreement as also the conveyance deed of the said Unit.</p> <p>10.2. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 and the Registration Act, 1908, as amended from time to time. However, in case the Allottee fails to deposit the stamp papers and/or registration charges and legal fees within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold</p>

	<p>possession and registration of the conveyance deed in his/her favour till the submission of the requisite stamp papers and registration charges and legal fees to the Promoter is made by the Allottee. The Allottee understands that the Stamp duty may be revised by the State Govt. at any time and accordingly, he undertakes to pay the said revised stamp duty as done by State Govt. for Conveyance deed to be registered. The Allottee understands that the Promoter is not liable for delay in such registration for failure to pay the stamp duty and registration charges.</p>
<p><b>11.</b></p>	<p><b>MAINTENANCE OF THE SAID BUILDING/UNIT/PROJECT:</b></p> <p>(i) 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 Allottees upon the issuance of the completion / occupancy / part occupancy certificate, as the case may be (as per applicable laws). The cost of such maintenance for 1 (one) year from the date of completion certificate/occupancy (as applicable) has been included in the Price of the Apartment/Unit.</p> <p><i>Note: “Essential services” shall refer only to those services which are mandatorily required under applicable laws for ensuring habitability and functioning of the Project. It is clarified that other services which are to be utilised and maintained in the project shall not be deemed as “essential services” and the cost of maintenance and operation of such facilities shall be payable separately by the Allottee in accordance with the Maintenance Agreement and/or Schedule A annexed to this Agreement.</i></p> <p>(ii) However, if the Association of Allottees is not formed within 1 (one) year of issuance of occupancy / part occupancy certificate, as the case may be, the Promoter will be entitled to collect from the Allottee, the Maintenance Charges as per the maintenance Agreement which shall be equal to the amount of maintenance disclosed in para 1.2 +10 % in lieu of price escalation for the purpose of the maintenance for the next year and accordingly revised. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.</p> <p>(iii) The execution of the Maintenance Agreement is mandatory. Till the time the Association / Association of the Project take handover of the said Common Areas as envisaged in this Agreement or prevalent laws governing the same, the Promoter shall have a right to appoint any LLP/ Firm/ Company/ body of such other persons, at its sole discretion (“<b>Maintenance Agency</b>”) for undertaking maintenance of Common Areas and facilities and providing other maintenance services as per terms and conditions set out in the Maintenance Agreement.</p> <p>(iv) The Allottee undertakes to join the Association of Allottees and pay the fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The Allottee also</p>

	<p>undertakes to join the Association of Allottees of Project, if and when formed by the Promoter or its nominee(s) for a part or whole of the Project.</p> <p>(v) The internal maintenance of the Unit in all respects shall be carried out by the Allottee at his own expenses and the Promoter shall have no responsibility in this respect.</p> <p>(vi) Till such time, the registered apartment owners association 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, and contribution towards interest free maintenance security, as and when required, from time to time, keeping in mind the increasing cost of manpower, material and other incidental expenses etc.</p> <p>(vii) 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 and in case of default, he shall be liable to pay interest on arrears as prescribed in the maintenance Agreement and in case of continued default, the Allottee shall stand deprived of its right to use such common areas, services and facilities.</p> <p>(viii) In the event, the Allottee permits a third party to occupy his Unit under whatsoever arrangements between them, such third party shall also be bound to pay the maintenance 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.</p> <p>(ix) The contents of each unit along with the connected structural part of the Building shall be insured by the Allottee at his / her / its own cost against fire, earthquake etc. The Promoter, after handing over of the possession of a particular unit, shall in no way be responsible for safety, stability etc. of the structure.</p>
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12.	<p><b>DEFECT LIABILITY:</b></p> <p>(i) 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 offer of possession or from 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 charge, 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.</p> <p>(ii) The defect (s) caused on account of normal wear and tear and / or negligent use of the Unit 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. (iii) 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 Unit / Building / project including the installation of lifts / air condition units / DG sets / fixtures in the nature of fans, lights, wardrobes, kitchen equipment etc. manufactured or provided by reputed 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's / products / services and the Allottee /Association of Allottees can approach such third parties directly for such warranty claims.</p>
13.	<p><b>RIGHT TO ENTER THE APARTMENT FOR REPAIRS:</b></p> <p>The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/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.</p>
14.	<p><b>USAGE:</b></p> <p>The basement(s) and service areas, if any, as located within the <b>Atlas</b> 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's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be</p>

	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 Allottees formed by the allottees for rendering maintenance services, except for independent areas declared through deed of declaration.
15.	<p><b>GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/APARTMENT/FLAT</b></p> <p>(i) Subject to Para 12 above, the Allottee shall, after taking possession, 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, 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 is not in any way damaged or jeopardized.</p> <p>(ii) The Allottee 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 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.</p> <p>(iii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.</p>
16.	<p><b>COMPLIANCE OF LAWS, NOTIFICATION SETS BY PARTIES:</b></p> <p>The Parties are entering into this Agreement for the allotment of the Unit with full knowledge of all laws, rules, regulations, notifications applicable to the Project/Unit/Project Land.</p>
17.	<b>ADDITIONAL CONSTRUCTIONS:</b>

	<p>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. The Allottee acknowledges that the Promoter may undertake / make changes, additions, deletions or put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities have been approved / revised by the competent authority(ies), in accordance with the provisions of the Act.</p>
<b>18.</b>	<p><b>MORTGAGE OR CHARGE:</b></p> <p>After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Building] 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/Building].</p>
<b>19.</b>	<p><b>U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010.</b></p> <p>The Promoter has assured the Allottee that the Project has been developed / is being developed in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.</p>
<b>20.</b>	<p><b>BINDING EFFECT:</b></p> <p>Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and appears for registration of the same before the concerned Sub-Registrar, Ghaziabad, as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve 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 form of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith after forfeiting the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. The Allottee undertakes that he shall not have any objection if the Apartment is re-sole/ rebooked to any third Party.</p>

21.	<p><b>ENTIRE AGREEMENT:</b></p> <p>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, as the case may be.</p>
22.	<p><b>RIGHT TO AMEND</b></p> <p>This Agreement may only be amended through written consent of the Parties</p>
23.	<p><b>PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:</b></p> <p>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.</p>
24.	<p><b>WAIVER NOT A LIMITATION TO ENFORCE:</b></p> <p>(i) 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 [Schedule C] including waiving the payment of Interest for delayed payment. 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.</p> <p>(ii) Failure on the part of the Parties to enforce at any time or for any period of time the provisions here of shall not be construed to be a waiver of any provision so of the right there after to enforce each and every provision. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.</p>
25.	<p><b>SEVERABILITY:</b></p> <p>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</p>

	<p>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.</p>
26.	<p><b>METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:</b></p> <p>Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project</p>
27.	<p><b>FURTHER ASSURANCES:</b></p> <p>Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.</p>
28.	<p><b>PLACE OF EXECUTION:</b></p> <p>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 at Ghaziabad after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Ghaziabad. Hence this Agreement shall be deemed to have been executed at Ghaziabad</p>
29.	<p><b>NOTICES:</b></p> <p>That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered / Speed Post at the irrespective addresses Specified below:</p> <p><b>Name of Allottee:</b> .....</p> <p><b>Address of Allottees:</b> .....</p>

	<p><b>Promoter's name:</b> _____</p> <p><b>Promoter's Address.....</b></p> <p>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, in writing, by Registered / Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be</p>
<p><b>30.</b></p>	<p><b>JOINT ALLOTTEES:</b></p> <p>(i) That in case there are Joint / Co- 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 be considered as properly served on all the Allottees.</p> <p>(ii) That the Allottee &amp; Co-Allottee (if any) will have equal share in the Flat / Unit and in case of death of any of them, the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the concerned bank, if availed a loan or as per the rules of succession. Similarly in a divorce case or where a dispute arises between the Allottees, the booking will continue only after providing consent in writing by both the Allottees and No Objection Certificate from the concerned bank, if loan is availed. The interest over the delayed payment shall be charged, the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months thereafter the Promoter can cancel the said booking / allotment and the Allottee shall have no claim or right whatsoever except to claim for the refunds of amount as deposited, and in such cancellation, there will be deduction of 10% of the cost of the Flat / Unit. For the refund in said cases as stated above, consent of both the Allottees shall be necessary otherwise the amount shall be refunded in equal share between all the Allottees without any interest.</p>
<p><b>31.</b></p>	<p><b>RIGHT TO ASSIGN:</b></p> <p>Subject to the provision of the Act, the Allottee agrees and acknowledges that the Promoter reserves all its rights to assign all or any of its rights / obligations towards development and construction of the aforesaid Project in favor of any Group Company or Associate Company or a Subsidiary Company or a Special Purpose Vehicle to be formed or any other entity under joint venture / development Agreement /collaboration Agreement for the purpose of execution of the said Project as per the Act. The Allottee further understands that, with effect from date of assignment, all the communications and correspondences exchanged with the Promoter including the monies paid there under shall automatically stand transferred in the name of such new company / entity without any alterations in the original terms and conditions of this Agreement. In such an event, the assignee company will execute all the necessary documents with the Promoter. The Allottee</p>

	shall continue to perform all its / their obligations towards such assignee company in accordance with terms and conditions of this Agreement
32.	<p><b>RIGHT TO JOIN AS AFFECTED PARTY:</b></p> <p>The Promoter shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee, if the Promoter's rights under this Agreement are likely to be affected / prejudiced in any manner by the outcome of such suit / complaint / decision of the court. The Allottee agrees to keep the Promoter fully informed at all times in this regard.</p>
33.	<p><b>SAVINGS:</b></p> <p>Any application, letter, allotment letter, Agreement, or any other document signed by the Allottee, in respect of the Unit or Building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit or Building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under this Agreement for Sale or under the Act or the Rules or the Regulations made there under.</p>
34.	<p><b>ACT OF CASTING INSINUATION, INNUENDO, LIBEL OR SLANDER:</b></p> <p>The Allottee undertakes that in case of any dispute or differences with the Promoter over any issue whether emanating directly or by implication from this Agreement, the same or any other issue concerning, including the possession / construction of the said Unit, the Allottee shall be entitled to remedy only under Para or avail appropriate legal remedy before a competent court of law / statutory forum prescribed under laws in India. The Allottee shall not indulge in or instigate any act, whether in personal capacity or in joint capacity or incite other allottee(s) in the Project to act in any manner, which may amount to casting insinuation, innuendo, libel or slander against the Promoter, its directors or its officials, or otherwise indulge in activities which amounts to defamation or malicious / wrongful prosecution of the Promoter, its directors or its officials and/or the Project and in case of any such violation, the Allottee shall be liable to legal consequences arising there from, at his / her / its cost, risk and consequences. Without prejudice to its other rights and remedies available under this Agreement, Act and Rules and Regulations etc., the Promoter shall be entitled to seek remedies under the relevant procedural laws for such insinuation, innuendo, libel or slander amounting to defamation and / or wrongful prosecution of the Promoter, its directors or its officials and/or the Project</p>
35.	<p><b>CUSTOMER QUERIES /ISSUES REDRESSAL MECHANISM</b></p> <p>The Allottee understands and confirms that the queries and individual issues, if any, concerning this Agreement will be resolved as per the process given below: The</p>

	customer centric queries and individual issues of the customers shall be resolved by the Customer Care Department of the Promoter.
<b>36.</b>	<b>GOVERNING LAW:</b>  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.
<b>37.</b>	<b>DISPUTE RESOLUTION:</b>  All or any disputes arising out or touching upon or in relation to or concerning with the terms and conditions of this Agreement, including the interpretation and validity of the terms there of and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which, the same shall be settled shall be decided by a sole Arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996. That the venue of the Arbitration shall be GHAZIABAD or such other place as may be mutually agreed between the parties and the award of the Arbitrator(s) shall be rendered in English.  That the Courts at GHAZIABAD shall have the jurisdiction in all matters arising out of and/or concerning this agreement or the Allottee without any prejudice may file a complaint as per provisions of the RERA Act

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

*[SIGNATURE PAGE FOLLOWES]*

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

<b>Allottee Information</b>	
<b>1. First Allottee</b>	
<b>Signature</b>	
<b>Name</b>	
<b>Address</b>	
<b>Aadhaar No.</b>	
<b>Mobile No.</b>	
<b>2. Second Allottee</b>	
<b>Signature</b>	
<b>Name</b>	
<b>Address</b>	
<b>Aadhaar No.</b>	
<b>Mobile No.</b>	

<b>Witness 1</b>	<b>Witness 2</b>
<b>Signature</b>	<b>Signature</b>
<b>Name</b>	<b>Name</b>

<b>Witness 1</b>	<b>Witness 2</b>
<b>Address</b>	<b>Address</b>
<b>Aadhaar No.</b>	<b>Aadhaar No.</b>
<b>Mobile No.</b>	<b>Mobile No.</b>

<b>SCHEDULE 'A' -</b>	DESCRIPTION OF THE [APARTMENT] AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
<b>SCHEDULE 'B' -</b>	FLOOR PLAN OF THE APARTMENT
<b>SCHEDULE 'C' -</b>	PAYMENT PLAN
<b>SCHEDULE 'D' -</b>	SPECIFICATIONS, AMENITIES, FACILITIES APARTMENT)
<b>SCHEDULE 'E' -</b>	SPECIFICATIONS, AMENITIES, FACILITIES PROJECT)
The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]	