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The Estates

Khasra no. 962, Village: - Noor Nagar, Raj Nagar Extension, Ghaziabad

98182 12223 | amittyagi@theestates.com

Agreement for Sale

This Agreement for Sale is executed pursuant to the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) and the Rules framed thereunder, including the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, as applicable. It incorporates the mandatory clauses and safeguards provided under the Act to regulate the rights and obligations of the Developer and the Allottee.

1. Parties

This Agreement is executed on this _____ day of _____, 2025,

BY AND BETWEEN

Shri. Amit Kumar Tyagi, s/o Late Shri Ashok Kumar Tyagi, R/o House No. 248 Village Bhonja, Ghaziabad, presently residing at House No. 113 Village Bhonja, Tehsil and District Ghaziabad, [promoter / developer of real estate Project named as “**THE ESTATES**” to be developed on land situated at Khasra no. 962, Village: - Noor Nagar, Raj Nagar Extension, Ghaziabad, Uttar Pradesh, area ad-measuring 7514.79 Sq. Meters (hereinafter referred as “**Project**”)], hereinafter referred to as the '**Developer**' (which term shall mean and include its successors and assigns), \

AND

[If the Allottee is a company]

, (CIN no .) a company

incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at

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, (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 successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at , (PAN), represented by its authorized partner,

, (Aadhar 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 its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

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Mr. / Ms. , (Aadhar no.) son / daughter of , aged about , (PAN), residing at), 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 assignees).

[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 include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The Developer and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

2. Definitions

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For the purpose of this Agreement, terms shall have the meaning assigned under Section 2 of the RERA Act, 2016, including but not limited to: Act, Rules, Regulations, Allottee, Developer, Project, Common Areas, Force Majeure, Maintenance, Taxes, etc.

To be clear and precise, for the purpose of this Agreement for Sale, unless the context otherwise requires words and expressions used herein but not defined in the Act shall have the meaning as provided hereinbelow.

- 2.1. "advertisement"** means any document described or issued as advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of a plot, building or apartment or inviting persons to purchase in any manner such plot, building or apartment or to make advances or deposits for such purposes.
- 2.2. "Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- 2.3. "Allottee"** shall mean those who have accepted and signed the present Agreement, thereafter, a particular Plot has been reserved for that particular Allottee(s) and the same has agreed to abide by all the terms and conditions till the time and indenture of conveyance/sub-lease deed to be executed. In case of more than one Allottee, the other will be considered as Co-Allottee(s) and Allottee and the Co-Allottee(s) will have an equal share in the Plot unless otherwise specifically provided.
- 2.4. "Applicable Laws"** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/modification there to, any Government

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notifications, circulars, office orders, directives, guidelines, policies, notifications etc. or any Government order or direction, judgment, decree or order of a judicial or a quasi-Judicial authority whether in effect on the date of this Agreement or thereafter.

- 2.5. **"Authority"** shall mean the authority constituted under the Real Estate (Regulation & Development) Act 2016 having jurisdiction over the Project.
- 2.6. **"building"** includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes.
- 2.7. **"commencement certificate"** means the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan.
- 2.8. **"completion certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- 2.9. **"development"** with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land

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or the making of any material change in any immovable property or land and includes re-development.

2.10. "development works" means the external development works and internal development works on immovable property.

2.11. "Force Majeure" means any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform obligations under this Agreement, which shall include but not be limited:

2.11.1. Acts of God i.e., landslide, fire drought, flood, earthquake, epidemics, natural disasters, etc.

2.11.2. Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism.

2.11.3. War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project.

2.11.4. Election code of conduct.

2.11.5. Any notice, order, rule, regulation, notification or directive of the Government, and /or any local or public or private body or authority and/ or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority.

2.11.6. The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction

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from any governmental or statutory authority that prevents or restricts the Developers from complying with any or all the terms and conditions as agreed in this Agreement including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the Developers whereby the work of construction is stayed or stalled.

- 2.11.7.** Any claim challenge or objection to the building or to the said Project or on the rights of Developers on the said Building and/or the said Project.
- 2.11.8.** Any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found beneath the Project which renders liable or endangers the health and safety of the Developer or the general public.
- 2.11.9.** Any change in applicable laws adversely affecting the development of the building /the said Property.
- 2.11.10.** Any temporary suspension of the registration of the Project under the Act till the matter is sub-judice.
- 2.11.11.** Delay in issue of the occupation certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the said Building, by the corporation or any other concerned authority on account of reasons not attributable to the Developers.

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2.11.12. Other cause beyond the reasonable control of the Developer or its agent or not directly attributable to any wilful act or omission of the Developer and/or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the building including the said Plot.

2.12. "**Government**" means in respect of matters relating to,—

2.12.1. the Union territory without Legislature, the Central Government;

2.12.2. the State, means the Government of State of Uttar Pradesh;

2.13. "**Maintenance Agency**" shall mean the Developer itself or any third party employed / hired /engaged/ nominated by the Developer for the purposes of carrying out the maintenance and to upkeep the said project and to provide maintenance services in the said project.

2.14. "**Maintenance Charges**" means the charges for maintenance and upkeep of the Project and for maintaining various services like maintenance, street lighting, cleaning of the roads. parks and other facilities etc.

2.15. "**Offer of Possession**" means the notice to be given by the Developer to the Allottee in terms of this Agreement, intimating that the Unit / Apartment / Plot is complete in all material respects in accordance with the sanctioned plans, specifications and approvals, and is ready for possession and occupation, subject to the Allottee having complied with all obligations under this Agreement including payment of the entire Sale Consideration, applicable taxes, charges and execution of all requisite documents.

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2.16. "Occupancy certificate" means the occupancy certificate, or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.

2.17. "Person" includes

2.17.1. an individual;

2.17.2. a Hindu undivided family;

2.17.3. a company;

2.17.4. a firm under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008, as the case may be;

2.17.5. a competent authority;

2.17.6. an association of persons or a body of individuals whether incorporated or not;

2.17.7. a co-operative society registered under any law relating to co-operative societies;

2.17.8. any such other entity as the appropriate Government may, by notification, specify in this behalf;

2.18. "real estate agent" means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as a commission or otherwise and includes a person who introduces, through any medium,

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prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case may be, and includes property dealers, brokers, middlemen by whatever name called.

- 2.19.** "RERA" shall mean Real Estate (Regulation and Development) Act, 2016 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed there under.
- 2.20.** "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 for the State of Uttar Pradesh as amended from time to time.
- 2.21.** "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- 2.22.** "Sanctioned plan" means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project.
- 2.23.** "Section" means a section of the Act.
- 2.24.** "Taxes" shall mean and include all applicable taxes, cesses, levies, duties, including but not limited to Goods and Service Tax (GST), property tax, fees and other applicable taxes presently and/or imposed by the Authorities at any time in the future (including with retrospective effect, if any) in respect of the Project/Plot/Total Price

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hereunder including even after the sale and handling over of possession of the Plot, which shall additionally be payable by the Allottee which are not included in the Total Price and any other charges.

2.25. "Third Party" or "Third Parties" shall mean any Person other than a Party.

3. Recitals

3.1. WHEREAS the Developer is the lawful owner and in possession of the land situated at **Khasra no. 962, Village: - Noor Nagar, Raj Nagar Extension, Ghaziabad, Uttar Pradesh**, area ad-measuring 7514.79 Sq. Meters, duly sanctioned by Ghaziabad Authority, and registered under RERA vide Registration No. _____;

3.2. AND WHEREAS Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising _____ Plots and the said project shall be known as "**THE ESTATES**" ("Project");

3.3. AND WHEREAS the Developer has undertaken to develop the plotted colony '**The Estates**' comprising **150 plots**;

3.4. AND WHEREAS the Ghaziabad Development Authority has granted the commencement certificate to develop the Project vide approval dated bearing no. .

3.5. AND WHEREAS the Developer has obtained the final layout plan approvals for the Project from . The Developer agrees and undertakes that it shall not make any changes to these

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layout plans except in strict compliance with section 14 of the Act and other laws as applicable

3.6. AND WHEREAS the Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at on no. under registration no.

;

3.7. AND WHEREAS the Allottee had applied for a plot in the Project vide application no. dated and has been allotted plot no. having area of square feet / meters and plot for garage / closed parking admeasuring square feet (if applicable)] in the , as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Plot**” more particularly described in **Schedule A**);

3.8. AND WHEREAS 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;

3.9. AND WHEREAS 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;

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3.10. AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Plot and the garage/closed parking (if applicable) as specified above;

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:

4. Consideration and Payment Plan

4.1. The Total Price for the allotted Plot is Rs. _____ (Rupees _____ Only), payable as per the Payment Plan annexed herewith as **Schedule B ("Payment Plan")**. Taxes including GST, stamp duty, registration, and other charges shall be borne by the Allottee over and above the Total Price.

4.2. The Total Price for the Plot based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description):

Plot no. & Type	Rate of Plot per square feet

4.3. Explanation:

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- 4.3.1.** The Total Price above includes the booking amount paid by the allottee to the Developer towards the Plot;
- 4.3.2.** The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Plot:
 - 4.3.2.1.** 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;
- 4.3.3.** The Developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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;
- 4.3.4.** The Total Price of Plot]includes:
 - 4.3.4.1.** pro rata share in the Common Areas; and
 - 4.3.4.2.** garage(s)/closed parking(s) as provided in the Agreement.

- 4.4.** The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of

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development charges 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 charges, 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.

- 4.5. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule B (“Payment Plan”)**.
- 4.6. The Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer.

5. Booking Amount

- 5.1. The Allottee has paid a sum of Rs. (Rupees only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein.

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5.1.1. Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

6. Mode of Payment

6.1. Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'Amit Kumar Tyagi' payable at Ghaziabad.

6.2. For online payment or bank transfer the deposition / transfer can be made to RERA Designated Collection Bank Account, **A/c Number 9451161612**, Kotak Mahindra Bank, Branch having **IFC Code KKBK0005328**, situated at Kotak Mahindra Bank Ltd. Plot no-3, Panchsheel Park Sahibabad, Ghaziabad (UP) – 201005.

7. Compliance of Laws relating to Remittances

7.1. 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 and 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 Developer with such permission, approvals which would enable the Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if

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provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 7.2.** The Developer accepts no responsibility in this regard. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer 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 Developer shall be issuing the payment receipts in favour of the Allottee only.

8. Adjustment / Appropriation of Payments

- 8.1.** The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole

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discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

9. Possession and Completion

9.1. Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over the Plot to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Payment Plan.

9.2. The Developer shall hand over possession of the Plot on or before _____, subject to Force Majeure, along with the completion certificate issued by the competent authority. In case of delay, the Developer shall be liable to pay interest to the Allottee as prescribed under RERA.

9.2.1. Procedure for taking possession –

9.2.1.1. The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Plot to the Allottee. The Developer agrees

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and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate of the Project.

9.2.2. Failure of Allottee to take Possession of Plot:

9.2.2.1. Upon receiving a written intimation from the Developer as per preceding clause, the Allottee shall take possession of the Plot from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Plot to the allottee. In case the Allottee fails to take possession within the time provided herein, such Allottee shall continue to be liable to pay maintenance charges as applicable.

9.2.3. Possession by the Allottee –

9.2.3.1. After obtaining the occupancy certificate and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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10. Cancellation by Allottee –

10.1. The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

10.1.1. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the developer, the developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the developer to the allottee within 45 days of such cancellation, subject to deduction as per allotment letter.

11. Compensation –

11.1. The Developer 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 compensation under this section shall not be barred by limitation provided under any law for the time being in force.

11.2. Except for occurrence of a Force Majeure event, if the developer fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 Developer 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 Plot, with interest at the rate specified in the Rules within 45 days including compensation in the

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manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Plot.

12. Developer's Obligations

- 12.1.** The Developer covenants that it has valid title to the land, requisite approvals, and shall not mortgage or create charge on the allotted Plot after execution of this Agreement. The Developer shall maintain essential services till handover of maintenance to the Association of Allottees.
- 12.2.** It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee.
 - 12.2.1.** Provided that the Developer 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
- 12.3.** Subject to the conditions provided in the agreement the Developer agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
 - 12.3.1.** The Allottee shall have exclusive ownership of the Plot;
 - 12.3.2.** 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,

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the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the developer shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- 12.3.3.** That the computation of the price of the Plot includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 12.4.** The Developer agrees to pay all outgoings before transferring the physical possession of the Plot 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).
- 12.4.1.** If the Developer 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

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Developer 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.

12.5. Allottee's Obligations

- 12.5.1.** The Allottee shall make timely payments, abide by applicable laws, not use the Plot for commercial/nuisance purposes, and shall join the Association of Allottees for maintenance of common areas.
- 12.5.2.** It is made clear by the Developer and the Allottee agrees that the Plot along with garage/closed 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 or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

13. Representations and Warranties of the Developer

- 13.1.** The Developer hereby represents and warrants to the Allottee as follows:
 - 13.1.1.** The has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the

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said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- 13.1.2.** The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 13.1.3.** There are no encumbrances upon the said Land or the Project;
- 13.1.4.** There are no litigations pending before any Court of law with respect to the said Land, Project or the Plot;
- 13.1.5.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, and Plot and common areas;
- 13.1.6.** The Developer 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;
- 13.1.7.** The Developer 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 Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- 13.1.8.** The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;

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- 13.1.9.** At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the Association of the Allottees;
- 13.1.10.** 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;
- 13.1.11.** The Developer 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;
- 13.1.12.** 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 Developer in respect of the said Land and/or the Project.

14. Cancellation and Default

- 14.1.** In case of default by the Developer, the Allottee may withdraw from the Project and seek refund with prescribed interest and compensation. In case of default by the Allottee, the Developer may cancel the allotment after due notice, subject to deductions permitted under RERA.

15. Conveyance

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15.1. Upon receipt of the Total Price and other dues, the Developer shall execute and register a Conveyance Deed/Sub-Lease in favour of the Allottee within three months from issuance of completion certificate.

15.2. Binding Effect

15.3. Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer 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 Developer, then the Developer 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.

16. Entire Agreement

16.1. This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other

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agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said plot, as the case may be.

17. Right to Amend

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

18. Provisions of this Agreement applicable on allottee / subsequent allottees

18.1. 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes

19. Waiver not a Limitation to Enforce

19.1. The Developer 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. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

19.2. Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a

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waiver of any provisions or of the right thereafter to enforce each and every provision.

20. Severability

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

21. Method of Calculation of Proportionate Share wherever referred to in the Agreement

22. 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 Plot bears to the total carpet area of all the Plots in the Project.

23. Further Assurances

23.1. 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

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perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24. Place of Execution

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

25. Notices

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

Name of Allottee

(Allottee Address)

M/s Developer name

(Developer Address)

25.2. It shall be the duty of the Allottee and the developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be

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deemed to have been received by the developer or the Allottee, as the case may be.

26. Joint Allottees

26.1. That in case there are Joint Allottees all communications shall be sent by the Developer 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.

27. Governing Law

27.1. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

28. Dispute Resolution

28.1. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under Section 31 of RERA. The jurisdiction of civil courts is barred except as provided under the Act.

IN WITNESS WHEREOF parties hereinabove 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.

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Signatures

Signed and executed on this _____ day of _____ 2025 at Ghaziabad, Uttar Pradesh.

Developer: _____

Allottee: _____

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Schedule A

(Description of Plot)

Block

Plot No

Type

Plot Area

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Schedule B

("Payment Plan")

Sr No.	Particular	Exp Date **	Amount*
1	Booking Amount		
2	Within 30 days		
3	On Offer of Possession		
	Grand Total		

Rupees in words Only

*** TAXES & LEVIES EXTRA AS APPLICABLE**

****DATES ARE TENTATIVE AND SUBJECT TO CHANGE**