

AGREEMENT FOR SALE/SUB-LEASE

This Agreement for Sale/Sub-lease (“**Agreement**”) executed on this _____ (Date) day of _____ (Month), 20____.

BY AND BETWEEN

M/s SUKADIV PROJECTS LLP, (LLPIN No. ACK-9559), a LLP duly incorporated under the Companies Act, 1956, having its Registered Office at TH-020, JAYPEE GREENS WISH TOWN, SECTOR 128, Maharishi Nagar, Greater Noida Gautam Budh Nagar, 201304 through its Director _____, [Aadhaar No. _____] duly authorized vide Board Resolution dated _____ hereinafter referred to as “the Company” (which term or expression, unless excluded by or repugnant to the subject or context hereof shall mean and include its successors in title and assigns) of the FIRST PART;

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 _____ (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, and permitted assigns).

[OR]

[If the Allottee is a Partnership Firm]

a partnership firm registered under the [Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008, as the case may be], 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 the partners or partner for the time being, of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an individual]

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

[OR]

[If the Allottee is an 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 include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

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/Sub-lease, unless the context otherwise requires,-

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) “**Agreement**” means this Agreement for Sale / Sub-lease including its schedules, exhibits, annexures, recitals and terms and conditions for the allotment of Unit in the Project and any

amendments from time to time as may be mutually executed by and between the Parties hereto in writing.

- (c) **“Authority”** means Uttar Pradesh Real Estate Regulatory Authority.
- (d) **“Association”** means the association of apartment owners of the Project formed by the Promoter under relevant provisions of applicable laws.
- (e) **“Booking Amount”** means an amount equivalent to 10% (Ten percent) of the Total Price payable by the Allottee for the Unit.
- (f) **“Building”** shall have the meaning as ascribed to it in Recital H hereof.
- (g) **“Carpet Area”** shall have the meaning as ascribed to it in the Act and/or Rules framed thereunder.
- (h) **“Common Areas”** shall have the meaning as ascribed to it in Recital H hereof.
- (i) **“Force Majeure”** shall have the same meaning as ascribed to it in Para 7.1 hereof.
- (j) **“Government”** means the Government of Uttar Pradesh.
- (k) **“Interest”** shall have the meaning as ascribed to it in Para 1.6.
- (l) **“Limited Common Areas and Facilities”** shall have the same meaning as defined in the Uttar Pradesh Apartment (Promotion of Construction, Ownership And Maintenance) Act, 2010 and rules made thereunder.
- (m) **“Maintenance Agreement”** means the agreement to be executed between the Maintenance Agency and/or Promoter and the Allottee / Association, for maintenance of the Common Areas and facilities in the Project / towers thereof by the Maintenance Agency.
- (n) **“Maintenance Agency”** shall have the meaning as ascribed to in the Para 11.3 hereof.
- (o) **“Maintenance Charges”** shall mean the charges payable by Allottee to the Maintenance Agency (in accordance with the demand raised by the Maintenance Agency) for the maintenance and upkeep of the Common Areas and facilities, but does not include;
 - (i) the charges for actual consumption of utilities in the said Unit including but not limited to electricity, water, telephone etc., which shall be charged on the basis of actual consumption on monthly basis or such other periods as may be specified by the Maintenance Agency; and
 - (ii) any statutory payments, taxes etc., with regard to the said Unit / said Building / said Project.
- (p) **“Para”** means a Para of this Agreement.

- (q) **“Party”** unless repugnant to the context, means a signatory to this Agreement and **“Parties”** unless repugnant to the context, mean a collective reference to all the signatories to this Agreement.
- (r) **“Payment Plan”** shall have the meaning as ascribed to in Para 1.4.
- (s) **“Person”** includes any individual, sole proprietorship, partnership firm, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, company (private / public limited / listed / unlisted), society and natural person(s) in his capacity as trustee, executor, administrator or other legal representative.
- (t) **“Project”** shall have the meaning ascribed to it in Recital B and other areas, amenities & facilities as more clearly detailed and depicted in **Exhibit 1.**
- (u) **“Principal Lease Deed”** shall have the meaning as ascribed to in Recital A.
- (v) **“Rules”** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (w) **“Reserved Car Parking Space(s)”** means car parking space(s) reserved for the Allottee for car parking space as set out in Recital H & GG of this Agreement.
- (x) **“Regulations”** mean the Regulations made under the Real Estate (Regulation and Development Act, 2016.
- (y) **“Said Land”** means the land as defined in Recital A
- (z) **“Section”** means a section of the Act.
- (aa) **“State”** means the state of Uttar Pradesh.
- (bb) **“Total Price”** shall have the meaning as ascribed to it in Para 1.2.
- (cc) **“Unit”** means the IT/ITES unit / area allotted to the Allottee, details of which have been set out in Recital H and Para 1.1.

WHEREAS:

A. The Promoter is the absolute and lawful owner of Plot No SLC-8/G/4, admeasuring 2313.47 Square meters situated at Plot no 4,, Sector delts II, Greater Noida, Dist. Gautam Budh Nagar, Uttar Pradesh (**“Said Land”**) vide Sub-lease deed(s) dated 16th May 2025 which is duly registered in the office of sub-Registrar Sadar, Greater Noida, Bearing registration no 16421 in book no 1, Volume 47064 at page nos 29 to 74 as (**“Principal Lease Deed”**);

- B. The Said Land is earmarked for the purpose of building a Commercial project, **Comprising** One multi-storeyed towers and the said project shall be known as '**Divvyary Grande**' ("Project");
- C. The Promoter proposes to develop the Project in a tower wise / phase wise manner and the towers, Common Areas, amenities and facilities proposed to be developed in the Project, are as more clearly described and depicted in the layout plan attached hereto as **Exhibit 1**;
- D. 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 land parcel on which the Project is to be constructed have been completed;
- E. The _____ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated _____ bearing Registration No. _____;
- F. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment or Building, as the case may be, from _____ [Please insert the name of the concerned competent 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;
- G. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on _____ under Registration No. _____;
- H. The Allottee, after examining and checking the right, title, location, permissions and approvals, features, specifications, and limitation in the Said Land and Project to be developed by the Promoter, had applied for an [IT/ITES] unit in the Project vide application dated _____ and has been allotted unit No. _____ having Carpet Area of _____ square meters (_____ square feet), type _____, on _____ floor in [tower/block] No. _____ ("Building") along with _____ garage/covered parking no. _____ admeasuring

_____ square meters (_____ square feet) in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and pro rata share in the common areas (“**Common Areas**”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016” and deed of declaration submitted before the concerned authority (hereinafter referred to as the “**Unit**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

- G.G The allottee has been allocated _____ slots in the open parking area / mechanical parking free of cost to be ratified by Association;
- I. The Promoter has informed, and the Allottee after having fully acquainted himself with the aforesaid facts has clearly understood and accepted, the rights of the Promoter in the Project and the Said Land. The Promoter has clarified, and the Allottee has clearly understood, that the layout plan of the Project depicts the various areas, other structures and facilities & amenities which are proposed to be developed subsequently in phases. The Allottee has also understood that the construction, structures, facilities and amenities and their earmarked uses in other towers/phases/areas of the Project may be modified / amended by the Promoter in accordance with the approvals received/to be received from competent authorities, at any stage, as per applicable laws, to which the Allottee shall have no objection, and such changes shall be binding on both the Parties;
- J. The Allottee is fully aware of all the limitations and obligations of the Promoter in relation to and in connection with the development/construction of the said Unit / said Building / said Project and has also satisfied himself about the arrangements/ title / interest / rights of the Promoter on the land on which the said Unit / said Building / said Project is being developed/constructed and that the Allottee confirms that no further investigation in this regard is required by him/her.
- K. The Allottee further confirms that the Allottee has compared the IT/ITES units in the vicinity in terms of the carpet area and other amenities vis-à-vis the Carpet Area and amenities in the said Unit and the Allottee is optimally satisfied before submitting signing this Agreement.

- L.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- M.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- N.** 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.
- O.** 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 Unit and the garage/covered parking (if applicable) as specified in Recital H.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

- 1. TERMS:
 - 1.1 Description of Apartment
 - (i) Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Unit as specified in Recital H. A brief description of the Unit is attached as **Schedule A**:
 - (ii) Both the parties confirm that they have read and understood the provisions of Section-14 of the Act.
 - 1.2 The Total Price for the Unit based on the Carpet Area is Rs. [REDACTED] (Rupees [REDACTED] only) ("**Total Price**"). The break up of total price is provided in **Annexure 1** attached hereto.

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Unit;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of offer, for handing over the possession of the Unit to the Allottee after obtaining the **occupancy certificate / part occupancy certificate** (as applicable)* for the Building:

Provided that in case there is any change/modification in, or imposition of new, taxes, charges, fees, levies etc., 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, charges, fees, levies etc., 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, for period post the scheduled date of completion, the same shall not be charged from the Allottee save and except in case of delay in completion due to Force Majeure conditions;

- (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 in the Payment Plan **[Schedule C]**. In addition, the Promoter shall provide to the Allottee the details of the taxes, charges, fees, levies etc., paid or demanded along with the acts/rules/notifications together with dates from which such taxes, charges, fees, levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring and electrical

connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire 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 Unit in the Project, as more clearly detailed in **Annexure 1** attached hereto.

1.3 Escalation Free Price

- (i) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charge, fees and any other cost, taxes, charges, levies, fee etc., 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 including without limitation enhancement of compensation payable to the farmer(s) for acquisition of their land by relevant land acquiring / land allotment authority or for any other reason. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, fee, cost, taxes, charges, levies etc. 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, and the demand made by the Promoter to the Allottee on proportionate basis with regard to development charges, fees, cost, taxes, charges, fees, levies, etc. shall be final and binding on the Allottee;

Provided that if there is any new imposition or increase of any development charges, 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, for period post the scheduled date of completion, the same shall not be charged from the Allottee, save and except in case of delay in completion due to *Force Majeure* conditions.

- (ii) The Allottee agrees that any levies, charges, taxes, fees, duties house tax, water tax, sewerage tax, municipal tax, wealth tax, service tax or any other taxes or charges, of any nature whatsoever, in respect of the Unit, demanded by the competent authority, whether retrospectively or prospectively, after the date of offer

for taking over possession of the said Unit has been given by the Promoter to the Allottee, the same shall be paid by the Allottee on demand, without any recourse to / liability on the Promoter. However, in the event the Promoter is required to make payment of such levies, charges, taxes, fees, house/property tax, duties etc., to the competent authorities, then the Allottee shall be liable to reimburse the same on proportionate basis (alongwith Interest) as per demand raised by the Promoter.

- (iii) The Allottee also agrees that if deemed necessary by any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities, made applicable to the said Unit / Project or any phases in the 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., then the cost of the such additional devices, equipment, facilities or up-gradation etc. shall also be borne and paid by the Allottee on proportionate basis, as and when demanded by the Promoter.
- (iv) The Allottee also agrees that if deemed necessary by 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 or any towers/phases/ areas in the 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, 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 up-gradation, security, deposit, charges etc. shall also be borne and paid by the Allottee on proportionate basis, as and when demanded by the Promoter

- 1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule C** (“**Payment Plan**”). In the event of delay in payment of any instalment by the Allottee, the Allottee shall be liable to pay Interest to the Promoter on the unpaid amount at the rate provided under the Rules or prescribed by the Authority.

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** in respect of the Unit or Building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act or as per approvals/instructions/ guidelines of the competent authorities:

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.

1.6 The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate / part occupancy certificate (as applicable)* for the Building is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is a reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee within (45) forty-five days with annual interest at the rate prescribed in the Rules ("**Interest**"), 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 Unit, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan [**Schedule C**]. Provided that if increase in the Carpet Area of the Unit is more than three percent of the Carpet Area of the Unit, then Promoter can demand that from the Allottee as per the next milestone of the Payment Plan [**Schedule C**]. However, the Allottee may choose to either pay within 30 (thirty) days of the demand notice being issued to the Allottee towards such increase or cancel the allotment. In case of cancellation of allotment under this Para, the Allottee shall be entitled to refund of entire money paid by the Allottee to the Promoter after (i) deducting the taxes paid by the Allottee towards the Unit, (ii) execution and registration of a Cancellation Deed for cancellation of the allotment of the said Unit and (iii) after re-allotment / re-sale of the said Unit to some other buyer/allottee. 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.

1.7 Subject to Para 9.3, the Promoter agrees and acknowledges, the Allottee shall, upon execution of the conveyance deed/ sub-lease deed, have the right to the Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Unit;
- (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. The use of Common Areas and facilities by the Allottee shall be subject to timely payment of Maintenance Charges and the compliance of applicable rules and regulations and upon terms and conditions mentioned in the Maintenance Agreement. The use of Common Areas and facilities shall be subject to such rules and regulations as are prescribed by the Promoter or Association which shall be followed by the Allottee and other occupants of the Unit. It is clarified that the Promoter shall hand over the Common Areas to the Association or the competent authority as the case may be after duly obtaining the occupancy certificate for the Project from the competent authority as provided in the Act.
- (iii) That the computation of the Total Price of the Unit includes recovery of price of land, construction of not only the Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire 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 Unit in the Project, as more clearly detailed in **Annexure 1** attached hereto;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be.

1.8 It is made clear by the Promoter and the Allottee agrees that the Unit along with Reserved Car Parking Spaces shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained real estate 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, other than declared as independent areas or Limited Common Areas and Facilities in the deed of declaration to be filed by the Promoter shall be available only for use and enjoyment of the Allottee of the Project.

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

1.10 The Allottee has paid a sum of Rs. [REDACTED] (Rupees [REDACTED] only) towards Booking Amount being part payment towards the Total Price of the Unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that, if the Allottee delays in payment towards any amount which is payable by him under this Agreement, he shall be liable to pay Interest.

1.11 Exclusions from the scope of this Agreement:

(i) It is clarified that the Allottee shall not have any ownership right on the areas declared as independent areas or Limited Common Areas and Facilities in the

declaration filed by the Promoter. The right to use such independent areas and Limited Common Area and Facilities shall be limited to the allottee(s) who have been specifically authorized to use such independent areas / Limited Common Areas and Facilities. The Promoter shall be entitled to regulate the usage of the independent areas and Limited Common Areas and Facilities and dispose the same as it may deem fit.

- (ii) The Allottee agrees and understands that certain portions of the Said Land are earmarked for the provision of construction of shops, commercial premises / buildings, stores or other independent areas etc. which is, or may be, approved in the layout plan of the Project by the government authority (ies). The Allottee acknowledges and agrees that the Allottee has not paid any amount towards such facilities, amenities, areas, etc. and as such he/she/it shall not have any ownership right and title in any such shops, commercial premises / buildings, stores and other independent areas etc., constructed or developed on the Said Land and Project. The ownership of such facilities, amenities, areas, etc. shall be with the Promoter, and the Promoter shall be free to deal with and dispose of the same on such terms and conditions, as it may deem fit, including their usage and manner/method of use, disposal etc., creation of rights, in favour of any third party / Person by way of sale, transfer, sub-lease, joint venture, collaboration or any other mode including transfer to Government, semi-government or any other person.
- (iii) The Allottee further acknowledges and agrees that he/she/it shall not have any right to interfere in / obstruct / hamper (i) the operation and management of these shops, commercial premises / buildings, stores etc. as well as of independent areas in the Project, and / or (ii) in creation of rights by Promoter in favour of any third party / Person by way of booking, allotment, sale, transfer, lease, collaboration, joint venture etc. in respect of above or any other mode including transfer to Government, any other authority, body, any person, entity, institutions, trusts or any local bodies, which the Promoter may deem fit proper.
- (iv) It is made clear by the Promoter and agreed by the Allottee, that the Promoter is responsible only to undertake the developments within the boundaries/periphery of the Project and shall not be liable for any developments/progress outside the boundaries of the Project. It is also clarified all land(s) earmarked by the Promoter in the lay out plan as public roads, public streets (falling outside the periphery/boundary of the Project) are for use by general public and are clearly

outside the scope of this Agreement, and the Allottee shall have no right of any nature whatsoever in such lands.

- 1.12 The Allottee understands and agrees that the Promoter will be carrying out the development of other towers/phases/areas in the Project and there will be construction activities on the Said Land in future even after offer of possession of said Unit to the Allottee, and the Allottee undertakes that it shall (i) not at any time, create any hindrance / obstruction / interference in the construction and development of other towers / phases / areas in the Project, and shall not object to the Promoter's development / construction or continuation with the development of the Said Land in phases and other adjoining land as permissible, in any manner, and (ii) not object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction activities. Further, the Allottee shall have no right to withhold any payments (i) on account of inconvenience , if any, which the Allottee may suffer due to any development / construction activities or other incidental /related activities in the vicinity of said Unit or anywhere else in the Project and/or (ii) on the ground that the infrastructure / facilities / amenities to be developed other towers / phases / areas of the Project are not completed.
- 1.13 The Allottee acknowledges and confirms that the Promoter has readily provided requisite information and documents to the Allottee for clarifying that the Project consists of several towers/phases/areas, and that several facilities and amenities will be developed by the Promoter as a part of subsequent towers/phases/areas, and that such facilities and amenities (i.e. facilities and amenities in other towers/phases/areas of the Project) will be available for use to the Allottee (along with other allottees / occupants of the Project) only after completion of the respective towers / phases / areas in the Project. The use of Common Areas and other facilities and amenities in the Project shall be subject to the terms and conditions of this Agreement and other policies, guidelines, rule and regulation etc., framed by the Promoter / Maintenance Agency / Association, from time to time, in this regard, and payment of Maintenance Charges, fees, etc.
- 1.14 The Allottee hereby further agrees that non-completion or non-operation of any other facilities / amenities to be developed in the Project and subsequent towers/phases/areas in the Project shall not be a ground for not taking possession of the said Unit or withholding any payment. The Allottee further acknowledges and agrees that other

towers/phases/areas in the Project and common areas, facilities, amenities in such towers/phases/areas will be developed by the Promoter, at its discretion, as per applicable and permissions and approvals laws. The Allottee confirms that he/she/it has booked the said Unit basis the common areas, facilities and amenities to be developed in the Building, and in case there is any delay in development or failure of development of future towers/phases/areas in the Project (including common areas, facilities and amenities in such future towers/phases/areas), the Allottee shall not make and claim, demand, etc., on the Promoter in this regard.

1.15 Reserved Car Parking Space:

- (i) The Allottee shall have right of usage in respect of Reserved Car Parking Space(s). The location of the Reserved Car Parking Space(s) shall be identified and allocated by the Promoter at the time of handover of possession of Apartment to the Allottee, subject to statutory rules and regulations.
- (ii) The Reserved Car Parking Space(s) forming a part of said Unit is bundled with and deemed to be part and parcel of the said Unit and the same shall not be independent or detached from the said Unit. The Allottee undertakes not to sell / transfer / deal with or part with possession of the reserved parking space independent of the said Unit and further undertakes that he shall not modify or make any changes or cover the Reserved Car Parking Space(s) or divert the usage of the said Reserved Car Parking Space(s) in any manner whatsoever at any point of time. The Allottee undertakes to park his vehicle in the Reserved Car Parking Space(s) and not anywhere else in the Project. The Allottee agrees and confirms that in the event of cancellation or resumption of the said Unit under any of the provisions of this Agreement, the Reserved Car Parking Space(s) along with additionally allotted parking space(s), if any, to him shall automatically be cancelled or resumed as the case may be. No separate proceedings for cancellation or resumption of Reserved Car Parking Space(s) shall be initiated or followed by the Promoter independently in respect of the said Unit in any manner whatsoever.
- (iii) The Allottee understands and acknowledges that the service areas in the basement of the said Building, the Project and/or anywhere else in the Project which are reserved/earmarked by the Promoter for services, use by maintenance

staff earmarked by the Promoter to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc., shall not be used by the Allottee, for parking or any other purpose, of any nature whatsoever. All clauses pertaining to allotment, use, possession, forfeiture, cancellation etc., of the said Unit shall apply mutatis mutandis to the Reserved Car Parking Space(s). The liability to pay for the Maintenance Charges as may be levied from time to time by the Maintenance Agency/ Promoter on such Reserved Car Parking Space(s) shall be the responsibility of and payable by the Allottee. Any violation of this condition shall be a breach of this Agreement by the Allottee.

(iv) Allottee may apply for additional parking space(s) in addition to the Reserved Parking Space(s) and the same may be provided by the Promoter, subject to the availability of additional parking space(s), on the prevailing rates and the Allottee undertakes to pay charges for such additional parking space(s) as per demand raised by the Promoter.

1.16 The Allottee agrees and confirms that in the event allotment of the said Unit is cancelled, for any reason whatsoever, then the Promoter shall be entitled to re-book, allot, sell, lease, sub-lease, transfer, deal with and / or dispose of the said Unit, without any interference or objection from the Allottee, irrespective of the fact that whether the Allottee has executed a cancellation deed and other cancellation documents or not, and the Allottee undertakes to provide requisite assistance and co-operation including signing of all document, agreements, etc., as may be required by the Promoter in this regard. The Allottee undertakes to keep the Promoter indemnified and harmless from and against any and all claims, losses, demands, damages, costs, expenses, liabilities, proceedings etc., suffered by or caused to or incurred by the Promoter in this regard.

2. MODE OF PAYMENT:

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 in favour of [REDACTED], payable at [REDACTED] or online payment (as applicable).

- 2.2 For all payments through A/c Payee cheque / demand draft / bankers cheque the date of clearance of such A/c Payee cheque / demand draft / bankers 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.
- 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 dishonored, a sum of Rs. [REDACTED] /- (Rupees [REDACTED] Only) would be debited to the Allottee account in addition to the bank charges. In the event of subsequent dishonor, a sum of Rs. [REDACTED] /- (Rupees [REDACTED] Only) would be debited to the Allottee's 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 Allottee shall be issued a receipt by the Promoter against the delivery of every demand draft / cheque/online payment issued by the Allottee subject to the clearance of the payment. The receipt of the payment shall be issued by the Promoter in the name of the Allottee, irrespective of the fact that payment is being made by any other Person or from any other account.

- 2.5 The Allottee further agrees that except as specifically expressed under this Agreement, the Promoter is not required to send reminder/notices to the Allottee in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the Allottee, and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.
- 2.6 The Allottee shall make the payment to the Promoter after deducting Tax Deduction at Source ("TDS") as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. At present TDS of 1% (one percent) of sale consideration and cost of construction shall be paid by the Allottee as per the provision of Section 194 IA of the Income Tax Act. The Allottee shall issue a certificate of deduction of tax in the prescribed form to the Promoter within 15 (fifteen) days from the date of deduction. The amount shall be credited to the account of the Allottee on submission of proof of payment/deposition of "TDS on purchase of property" to the govt. account and TDS certificate in Form-16 B. The payment/s made by the Allottee shall be deemed to be made after due compliance of all TDS, Service Tax / GST, VAT and/or any other taxes as may be applicable and the Promoter shall not be under any liability/obligation to ensure the compliance of the same by the Allottee.
3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:
- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may

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

- 3.2 The Promoter accepts no responsibility in regard to matters specified in 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 making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust / appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Unit, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The Promoter will be entitled to adjust and appropriate the amount paid by the Allottee first towards 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 upon him.

5. TIME IS ESSENCE:

- 5.1 The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee and the Common Areas to the Association or the competent authority, as the case may be.
- 5.2 Similarly, the Allottee agrees that the timely payment of installments of the Total Price and other charges and performance of its obligations by the Allottee is essence of this Agreement as any delay would hamper the development of the Unit, the Project and other

towers/phases/areas in the Project, therefore the Allottee shall make timely payments of the installment and other dues payable by him/her as per timelines provided in Payment Plan [Schedule C] and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter as per construction schedule.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit 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 _____ [Please insert the relevant State laws] and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act or as per approvals/instructions/ guidelines of the competent authorities, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT:

7.1 Schedule for possession of the said Unit –

- (i) The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to make an offer for handover of possession of the Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Building in place on or before _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic, or any other calamity caused by nature and / or orders by any Court or other competent authorities, tribunal, commission, board etc., Government policy, guidelines, bye laws, decisions, etc. affecting the regular development of the real estate project (“*Force Majeure*”). If, however, the completion of the Project is delayed due to the

Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit:

- (ii) 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 may be terminated by the Parties, and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within one hundred and twenty (120) days from that date or such other extended period as may be provided in the Rules, subject to execution and registration of Cancellation Deed and other documents as may be required by the Promoter for cancellation of this Agreement. The Promoter shall intimate the Allottee about such termination at least thirty days (30) 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 agrees that he/she/it/they shall not have or make any claim against the Promoter or otherwise except for refund of money paid by the Allottee. Since the Project is being developed in towers wise / phases wise, it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the Common Areas and facilities to the Association once all towers / phases are completed. The Promoter shall not charge more than the normal Maintenance Charges from the Allottee.

7.2 Procedure for taking possession –

The Promoter, upon obtaining the occupancy certificate / part occupancy certificate (as applicable)* of the Building, from the competent authority, shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement within 2 (two) months from the date of issue of such occupancy certificate / part occupancy certificate (as applicable)

- (i) The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the Maintenance Charges as determined by the Promoter / Association, as the case may be. The

Promoter shall hand over a copy of the occupancy certificate / part occupancy certificate (as applicable)* of the Unit/ Building, as the case may be, to the Allottee at the time of conveyance / sub-lease 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 Unit from the Promoter by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as prescribed in this Agreement and by making all the payments to the Promoter of all charges, Interest, dues etc., as specified in this Agreement, and the Promoter shall give possession of the Unit 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/- (Rupees two only) per month per sq. ft. of Carpet Area of the Unit for the period beyond 3 (three) months 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 / part occupancy certificate (as applicable) for the Building* the Promoter shall hand over the physical possession of the Unit to the Allottee, as per Clause 7.2. Further, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including those relating to the Common Areas, to the Association or the competent authority, as the case may be, as per the Applicable Law, after obtaining the completion certificate for the Project:

[Provided that, in the absence of any Applicable Law, the Promoter shall handover the necessary documents and plans, including those relating to the Common Areas, to the Association or the competent authority, as the case may be, within thirty days after obtaining the completion certificate for the Project].

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 cancel the allotment of the said Unit, terminate this Agreement in respect of the said Unit and **the (i) Booking Amount paid for the allotment, (ii) interest liabilities on delayed payment payable by the Allottee**

and (iii) and interest / costs paid by the Promoter in respect of brokerage paid / payable by the Promoter and statutory payments namely, GST, Service Tax, VAT etc. paid by the Allottee, shall stand forfeited. 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 Unit or at the end of one year from the date of cancellation / withdrawal by the Allottee, whichever is earlier. The Promoter shall inform the previous allottee the date of re-allotment of the said Unit and also display this information on the official website of UP RERA on the date of re-allotment.

7.6 Compensation – 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.

7.7 Except for occurrence of a *Force Majeure* event, if the Promoter fails to complete or is unable to give possession of the 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 Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with Interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

Provided that, where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee Interest for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within forty-five (45) days of it becoming due. It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Promoter, the Allottee shall not be entitled to continue in the Project.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

8.1 The Promoter hereby represents and warrants to the Allottee as follows:

[Note: Client to insert appropriate disclosure for making disclosure against the following representations so that it is not in breach of any representation]

- (i) The [Promoter] has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development of the Project and is in absolute, actual, physical and legal possession of the land on which the Project is being undertaken;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) The details of encumbrances upon the Said Land or the Project are more clearly detailed in **Annexure 3** attached hereto *[Note: Client to insert details of encumbrance. In case there is no encumbrance, the same to be appropriately captured in Annexure 3]*
- (iv) The details of litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Unit are more clearly detailed in **Annexure 4** attached hereto *[Note: Client to insert details of litigation. In case there is no litigation, the same to be appropriately captured in Annexure 4];*
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, Said Land, Building and Apartment and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale/sub-lease and/or development agreement or any other agreement/arrangement with any Person or any party with respect to the Said Land, including the Project and the said Unit which shall, in any manner, affect the rights of Allottee under this Agreement;

[Note: Client to insert appropriate disclosures for disclosing any such agreement, sale, lease etc., if any]

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed / sub-lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee. The Common Areas will be handed over to the Association or the competent authority, as the case may be, after completion of all the towers/phases/areas in the Project and issuance of completion certificate for the Project;
- (x) The said Unit is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Unit;
- (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 occupancy certificate / part occupancy certificate (as applicable)* for the Building has been issued and offer of possession of Apartment The Common Areas (equipped with all the specifications, amenities and facilities) shall be handed over to the Association or the competent authority as the case may be after issuance of occupancy certificate for the Project;
- (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 hereby represents and warrants to the Promoter as follows:-

- (i) The Allottee has the power to execute, deliver and perform his 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.
- (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 applicable law applicable to the Allottee or any contract or 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.

9. EVENTS OF DEFAULT AND CONSEQUENCES:

9.1 Subject to the *Force Majeure* conditions, 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 Unit to the Allottee within the time period specified in 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 / part occupancy certificate, as the case may be, for the Building 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 shall be required to make the next payment without any Interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with Interest within forty-five (45) 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, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within forty-five (45) days of it becoming due. It is clarified that, notwithstanding anything contained herein, in case of abandonment of the Project by the Promoter, the Allottee shall not be entitled to continue in the Project.

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.
In the event of delay in payment of any installment by the Allottee, 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% (one percent) unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and

refund the money paid to him by the Allottee (as per timelines set out in Para 7.5 above) by deducting the (i) Booking Amount, (ii) interest liabilities on delayed payment payable by the Allottee and (iii) and interest / costs paid by the Promoter in respect of brokerage paid / payable by the Promoter and statutory payments namely, GST, Service Tax, VAT, etc. paid by the Allottee and this Agreement shall stand terminated.

Provided that, the Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT:

10.1 The Promoter, on receipt of Total Price of the Unit as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed / sub-lease deed and convey the title of the Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate / part occupancy certificate, as the case may be, for the Building or such other period as agreed herein, to the Allottee.

10.2 Provided that, in the absence of Applicable Law, the conveyance deed / sub-lease deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate / part occupancy certificate (as applicable)* for the Building]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed / sub-lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association upon the issuance of the occupancy certificate / part occupancy certificate, as the case may be, of the Project. The cost of such maintenance for 1 (one) year from the date of offer for

handing over the possession of the Unit to the Allottee has been included in the Total Price of the Unit.

- 11.2 However, if the Association 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 amount equal to the amount of maintenance disclosed in Para 1.2 + 10% (Ten Percent) in lieu of price escalation for the purpose of the maintenance for next 1 (one) year and so on. The Promoter will pay the balance amount available with him against the Maintenance Charges to Association, once it is formed. It is clarified that in the event the Association is formed within the said 1 (one) year period, but the Association fails to take handover of the Common Areas from the Promoter, for any reason whatsoever, then in such cases also, the Promoter will be entitled to collect from the Allottee the above mentioned Maintenance Charges and other charges as set out in the Maintenance Agreement
- 11.3 Till the time the Association takes handover of the said Common Areas as envisaged in the Agreement or prevalent laws governing the same, the Promoter shall have a right to appoint any agency for undertaking the maintenance services in the Project (“**Maintenance Agency**”) as it may deem fit, and the Promoter or the Maintenance Agency appointed by it has right to recover applicable Maintenance Charges (as per Para 11.2 above) and other charges as set out in the Maintenance Agreement.
- 11.4 The terms and conditions relating to maintenance services, use of Common Areas and facilities, payment of Interest Free Maintenance Security Deposit, sinking fund, Maintenance Charges, etc. shall be as set out in the Maintenance Agreement.
12. DEFECT LIABILITY:
- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to development of the Project, excluding defects caused by normal wear and tear and/or by the negligent use of the Unit by the Allottee /occupants, use without proper maintenance / AMC, vagaries of nature, superficial cracks, etc., is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over

possession or the date of obligation of the Promoter to give possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 180 (one hundred and eighty) 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.

12.2 The Allottee acknowledges that there are several products /equipment /services to be provided by third party (for example lifts, ac, fans, lights, etc.), and the warranty and guarantee provided by the respective third party in respect of such products, equipment and services, will be available to the Allottee as per the products/equipment /services specifications, and the Allottee can approach such third parties directly for such warranty or guarantee claims. The Promoter shall not be responsible for warranty or guarantee for any products/ equipment / services provided in the Unit and/or Project by any third party.

12.3 The Allottee also agrees that for several products, equipment, machines etc., provided in the Project including DG Sets, lifts, etc., require proper annual maintenance. The Promoter shall also not be liable in case there is any default in the proper maintenance of these products, equipment's, machines etc.,

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

13.1 The Promoter / Maintenance Agency / Association 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 Promoter, Association and/or Maintenance Agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

14.1 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Divyarv Grande (project name), 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 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 formed by the allottees for rendering maintenance services.

- 14.2 The use of the said Unit by the Allottee shall be subject to strict compliance of the rules/code of conduct as may be formulated and determined by the Promoter/Maintenance Agency for such occupation/usage. Further, the Promoter/ Maintenance Agency reserves the right to modify/amend the rules/code of conduct and such modifications/changes shall be binding on the Allottee along with other occupants in the Building and Project.
- 14.3 The Allottee hereby confirms to have read and understood the terms and conditions of the Principal Lease Deed, and to observe the terms and conditions of the as applicable to the Allottee/Apartment. The Allottee also undertakes not commit any act or omission and/or use the Unit in any manner, which may result in breach of any terms or condition of the Principal Lease Deed.
- 14.4 The Unit shall be used for Commercial purposes only. The Allottee undertakes not to (i) use the said Unit or permit the same to be used for any purpose which is mentioned in the restrict / prohibited usage list attached herewith as **Annexure 5**, or (ii) use the for any illegal or immoral purposes, and / or (iii) do or cause to be done any act/omission which may cause nuisance, damage, annoyance or inconvenience to the occupiers of adjoining Apartments/areas. Any change in the specified usage of the Unit, which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency or is detrimental to the public interest shall be the breach of terms and conditions of this Agreement.
- 14.5 The Allottee shall not use the Unit in a manner that may cause noise pollution, nuisance or annoyance to other apartment owners or residents of the buildings / towers of the Project; or to do or permit anything to be done in or around the Unit which tends to cause damage to any flooring or ceiling or services of any apartment over, below, adjacent to the Unit or interference to any adjacent building(s) or in any manner interfere with the use of spaces, passages, corridors, roads or amenities available for common use.

- 14.6 The Promoter/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/installed by the Allottee at the said Unit and/or any accident or injury caused or occasioned to the Allottee, its visitors or any employee or the workers engaged by the Allottee.
- 14.7 The Allottee shall be solely responsible in respect of any penal action, damages or loss in this regard and the Allottee shall indemnify and keep the Promoter /Maintenance Agency harmless in respect breach of its obligations contained under this Agreement including this Para 14.
15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:
- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit 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 Unit, or the staircase, 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 Unit and keep the Unit, 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.
- 15.2 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 Allottee 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 Unit 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 Unit.

- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by Association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 Upon handing over Apartment, the Allottee shall not make any structural alterations to the Unit and/or effect any change to the plan or elevation and shall not enclose the balconies attached to the Unit. The Allottee shall not demolish the said Unit or any part thereof nor will at any time make or cause to be made any construction/additions/alterations of whatever nature to the said Unit or any part thereof.
- 15.5 The Allottee shall not:
- (i) sub-divide the said Unit, sink any bore-well or dig any well in the Project and shall keep the surrounding areas of the Unit neat and clean;
 - (ii) construct, place or maintain any matter or thing upon, over or under the Common Areas nor throw/stack trash, garbage, excess materials of any kind on or about the Common Areas;
 - (iii) fix/install the air-conditioners/coolers at any place (other than the space(s) provided for in the Building design) including but not limited to open spaces, passage, Common Areas, or in the staircase and shall ensure that no water drips from any cooler/air conditioner;
 - (iv) use the common parts / areas of the Building for keeping/chaining pets, dogs, birds or for any storage of cycles etc. and not to block the Common Areas/parts of the Building in any manner whatsoever;
 - (v) create any encroachment on the Common Areas or any part thereof; or
 - (vi) keep battery, invertors/petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stairs or entrance or road or parking places.
- 15.6 The Allottee agrees and confirms that any non-observance of the provisions of this Para shall entitle the Promoter and/or the Maintenance Agency, to enter the Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.7 The Allottee hereby agrees that allotment of Apartment is subject to the terms and conditions of the sanctioned plans, License etc., and he shall comply with sanctioned

building plans, License, bye laws, guidelines, rules and regulations of the government authorities as may be applicable to the Unit and carry out, from time to time, after offer of possession of the Unit, all the requirements, requisitions and demands that have been notified from time to time by the municipal authority/government authority or any other competent authority in respect of the Unit. The Allottee further undertakes to be responsible and liable for any personal/individual action which would be in violation/deviation of the sanctioned plan, layout, building byelaws, guidelines etc. of the government authority as may be applicable to the Unit. The Allottee(s) shall keep the Promoter indemnified, secured and harmless against all such costs and consequences and all damages suffered arising on account of non compliance with the said requirements, requisitions, demands and repairs.

15.8 The structure of the Building may be insured against fire, earthquake and militant action by the Promoter or the Maintenance Agency, and the cost thereof shall be payable by Allottee as the part of the Maintenance Charges. The contents inside the Unit shall be insured by the Allottee at his/her/its own cost and expense. The Allottee shall not do or permit to be done any act or thing which may (a) render void or voidable the insurance taken by the Promoter or (b) cause increase in premium payable in respect thereof.

15.9 The cost of insurance for the structure of the Building till offer for handover of possession is given to the Allottee is included in the Total Price of the Unit. Thereafter the cost of the Insurance for the structure of the Building would be payable by the Allottee on proportionate basis as a part of the Maintenance Charges. The Allottee shall be liable and responsible to take appropriate all risk insurance policy for all fixtures, fitting, assets, equipment's etc., inside the Unit.

15.10 The Allottee agrees that after handover of Apartment to the Allottee, the Allottee shall ensure that it is not in breach of any terms / conditions stipulated in the permissions and approvals granted in respect of the Project including without limitation License, sanctioned plans, FIRE NOC / permission, green building permission, environment and pollution permission etc.,

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

It is clarified that the Allottee shall not have right, title or interest on the additional construction / structure and/or additional buildings in and around the Project, which the Promoter may construct in order to utilize the additional FAR, incident, if any, to the Said Project as permitted by the competent authority(ies).

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit / 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.

Notwithstanding the above, the Promoter shall have the right to raise loan/finance from any banks/financial institutions or any other lending parties and for this purpose , create mortgage of the Said Land and/or receivables from the Project in favour of one or more such lending parties. The Allottee shall have no right to object if any action/step is taken by the Promoter to raise finance. However, the Unit shall be released of all such mortgages and encumbrances created by the Promoter before the execution and registration of Sale Deed/Conveyance Deed / sub lease deed in favour of the Allottee.

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

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

20. BINDING EFFECT:

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 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 (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee 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 of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned to the Allottee without any Interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

The Allottee may transfer/assign/endorse this Agreement or any interest in this Agreement and nominate any other Person/ body corporate in its place in respect of the Unit, as may be permitted by the Promoter subject to:

- (i) Receipt of written request from the Allottee by the Promoter;

- (ii) Clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, taxes and duties accrued as on the date of the transfer;
- (iii) Payment of the administrative charges / transfer charges by the Allottee as prescribed by the Promoter and competent authorities, which may be revised from time to time along with the applicable taxes, if any;
- (iv) Signing/execution by the Allottee of such documents/applications as may be required by the Promoter;
- (v) The Allottee obtaining no objection certificate / letter from the Promoter, Maintenance Agency and other competent authorities, as the case may be;
- (vi) The assignee / transferee agreeing to comply with all formalities in this regard and executing such other documents as may be required by the Promoter; and
- (vii) In case the transferor has secured any finance/loan against the Unit from any financial institution/bank, a 'No Objection Certificate' from the financial institution/bank.

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee 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.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be the proportion which the Carpet Area of the Unit bears to the total Carpet Area of all the units in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. RAISING OF FINANCE BY ALLOTTEE:

- 28.1 The Allottee may obtain finance from any financial institution / bank but the Allottee's obligation to pay Total Price and other charges etc., for the Unit pursuant to this Agreement, shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound by the terms of this Agreement, whether or not he has been able to obtain financing for the purchase of the Unit. It is clarified that the liability and responsibility towards such financial institutions, banks etc., shall be the solely on the account of the Allottee.

- 28.2 Any loan facility from banks / financial institutions availed by the Allottee in respect of the Unit shall be subject to the terms and conditions as imposed by the Promoter and / or bank / financial institution, and the Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.
- 28.3 The Allottee understands and agrees that the Promoter shall always have lien / charge on the Unit for all unpaid dues and outstanding amounts payable by the Allottee, and the execution of conveyance deed / sale deed / sub-lease deed of the Unit in favour of the Allottee shall be subject to the Allottee providing to the Promoter a no objection certificate from such financial institution/Bank/NBFC in the form satisfactory to the Promoter.
- 28.4 The Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage/charge/security before or hereafter made/created by the Promoter in respect of the Project / Said Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof. Such charge, mortgage or encumbrances shall not constitute a ground for objection by the Allottee or excuse the Allottee from making the payment of the Total Price / other amounts / charges payable in respect of the Unit or performing all other obligations by the Allottee hereunder or be the basis of any claim against or liability of the Promoter.
- 28.5 The Allottee agrees that in the event of cancellation of the allotment of the Unit , termination of this Agreement and/or termination of the agreement / tripartite agreement executed with the lending bank / financial institution / Promoter, the Promoter shall be entitled to make payment to the lending bank / financial institution, and payment by the Promoter to the lending bank / financial institution shall be deemed to be the fulfillment of obligation of Promoter for refund of amount to the Allottee under this Agreement. The Allottee further agrees that it shall not create any hindrance, interference, claims, disputes etc., in respect of compliance by the Promoter with its obligations under the said tripartite agreement.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in [REDACTED] 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 [REDACTED] (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at [REDACTED].

30. NOTICES:

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 Post at their respective addresses specified below:

[REDACTED] Name of Allottee
[REDACTED] (Allottee Address)
_____ (Allottee E-mail ID)

M/s Sukadiv Projects LLP
TH-020, JAYPEE GREENS WISH TOWN,
SECTOR 128, Mahirishi Nagar, Greater
Noida Gautam Budh Nagar, 201304
_____ (Promoter E-mail ID)

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

31. JOINT ALLOTTEES:

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

32. SAVINGS:

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

33. GOVERNING LAW:

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

34. DISPUTE RESOLUTION:

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

[Please insert any terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

IN WITNESS WHEREOF parties hereinabove named above set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN
Promoter:

Please affix NAMED:

(1) Signature _____
Name _____
Address _____

photograph
and sign
across the

photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

*or such other certificate by whatever name called issued by the competent authority.

- EXHIBIT '1' - LAYOUT PLAN OF THE PROJECT
- SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE UNIT AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
- SCHEDULE 'B' - FLOOR PLAN OF THE UNIT
- SCHEDULE 'C' - PAYMENT PLAN
- SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT)
- SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
- ANNEXURE '1' BREAK UP OF TOTAL PRICE
- ANNEXURE '2' LIST OF TENTATIVE INDEPENDENT AREAS OR LIMITED COMMON AREAS AND FACILITIES **IN THE PROJECT**
- ANNEXURE '3' DETAILS OF ENCUMBRANCE
- ANNEXURE '4' DETAILS OF LITIGATION
- ANNEXURE '5' LIST OF USAGE PROHIBITED IN THE SAID UNIT

[The 'Schedules' and 'Annexure' to this Agreement for Sale shall be as agreed to between the Parties]

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE UNIT AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Unit Number	<Number>
Tower Number/Building Number	<Block>
Unit Type	<Type>
Floor No.	<Floor>
Exclusive Balcony (sq. ft.)	<Balcony Area in sft>
Exclusive Balcony (sqm)	<Balcony Area in sqm>
Exclusive Verandah (sq. ft.)	<Verandah Area in sft>
Exclusive Verandah (sqm)	<Verandah Area in sqm>
Carpet Area (sq. ft.)	<Carpet Area>
Carpet Area (sqm)	<Carpet Area in Sqm>
Reserved Car Parking Space(s) (if Applicable)	<Basement Parking / Stilt Parking / Open Parking>

The said Unit is bounded as under:

North by:

South by:

East by:

West by:

Annexure 1

Break up of Total Price

[Note – Client to insert Break up of Total Price as per its requirements]

S.No	Charges	Rate per Sq.ft. (as per Carpet Area) (in INR)	Total Amount (in INR)
1	Basic Sale Price (BSP)		
2	Preferential Location Charges (PLC) ...		
3	Maintenance Charges (as per Para 11)*		
4	Parking Charges	Included in BSP	
5	External Development Charges**		
6	Infrastructure Development Charges**		
7	Infrastructure Augmentation Charges**		
8	Electrical Wiring inside the Unit and Electrical connectivity		
9	Power Back up		
10	GST/Any other taxes as may be applicable**		
11	Any Other Charges		
Total Price			

Total Price for the said Unit (in words): Rupees _____

_____ Only.

** Maintenance Charges included in the Total Price have been arrived on the basis of current consumer price index (CPI) and prices of diesel, labour, consumables, etc., as applicable on the date of this Agreement. The Maintenance charges payable by the Allottee shall be payable on Cost + _____ % basis, therefore the actual Maintenance Charges payable by the Allottee upon offer*

of possession shall be recalculated on the basis of then prevailing CPI and prices of diesel, labour, consumables, etc.

*** said charges/taxes/fees/levies etc. have been computed on the basis of prevalent rates as specified by the concerned authority/department and the same are subject to variation, in case of any change/modification by the concerned authority/department with prospective and/or retrospective effect.*

Note:

1. Interest Free Maintenance Security Deposit (IFMS) @ Rs. ___/- (Rupees ___ Only) per sq. ft. of Carpet Area, has not been considered in the Total Price specified above as it being a deposit and shall be demanded as per the provisions contained in the Maintenance Agreement.
2. All payments are to be made through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of '___' payable at ___ or such other account as may be communicated by the Promoter from time to time.
3. All payments are to be made after deducting TDS as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. The Allottee is required to submit to the Promoter TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of tax so deposited, so that the appropriate credit may be allowed to the account of the Allottee.
4. The cost, expenses, deposit and charges for obtaining electrical connection for the Project / Apartment, electric meter, water meter etc. cannot be identified as on date, and therefore such cost, expenses, deposit and charges will be charged from the Allottee on proportionate basis at the time of offer of possession of the Unit to the Allottee. It is also clarified that the Allottee shall be responsible to pay to the Promoter, on proportionate basis, the amount to be deposited by the Promoter, Maintenance Agency and/or Association for getting bulk electricity connection for the Project, as per demand raised by the Promoter, Maintenance Agency and/or Association, as the case may be.

Further, in the event separate electricity connection is required to be obtained from the electricity department for the said Unit, then the Allottee will be liable and responsible to pay requisite fees, charges, deposits etc., directly to the electricity department, or in case such fees, charges, deposits etc., are paid by the Promoter, then to repay to the Promoter the same as per demand raised by the Promoter. It is clarified that in the event Promoter, Maintenance Agency and/or Association is required to provide any additional infrastructure, facility, equipment, material, service etc. (including but not limited to providing separate infrastructure, cables, wiring, etc., for providing power back up etc.), then Allottee shall also be liable to pay cost and charges for the same, as per demand raised by the Promoter, Maintenance Agency and/or Association, as the case may be.

5. Taxation particulars of the Promoter i.e. (_____) are as under:

PAN No. : _____
GST Identification No. : _____

6. The cost of stamp duty, registration charges or other incidental charges will be borne and paid by the Allottee in addition to Total Price for the said Unit.

ANNEXURE 2

Tentative List of Independent and Limited Common Areas

[Note- Client to insert list of Independent and Limited Common Areas as per its Project]

ANNEXURE 3

DETAILS OF ENCUMBRANCE

[Note – Client to insert details list of Encumbrances on the Project / Said Land]

ANNEXURE 4

DETAILS OF LITIGATION

[Note – Client to insert list of Litigations on the Project / Said Land]

ANNEXURE 5

LIST OF USAGE PROHIBITED IN THE SAID UNIT

[Note – Client to insert list of prohibited activities in the said Unit]