

**IMPORTANT INSTRUCTIONS TO THE ALLOTTEE(S). PLEASE READ IT CAREFULLY.**

Anyone desiring to purchase a residential space will be required to execute [2] copies of the Agreement for Sale ("Agreement") for each residential space desired to be purchased. The Agreement sets forth in detail the terms and conditions of sale with respect to the residential space and should be read carefully by each, intending Allottee. Signed Agreement will be accepted from an intending Allottee within [30] days following the receipt of the signed copies of the Agreement. The Developer expects that during the time given, the intending Allottee shall have read each and all clause of the Agreement carefully, analyzed the legal implications thereof and understood his/ her/their obligations and liabilities and the Developer's obligations and limitations as set forth in the Agreement.

The intending Allottee shall, execute and deliver to the Developer, within thirty (30) days from the date of dispatch by hand/registered post of the Agreement by the Developer, both the copies of the Agreement together with amounts due and payable as set forth in the schedule of payments. It is hereby agreed that this Agreement is the final document containing the terms and conditions of allotment and sale of the said residential space to the intending Allottee and no alteration/ modification/ amendment to the terms of the Agreement shall be allowed unless mutually agreed by the parties.

If the intending Allottee fails to execute and deliver to the Developer, duly executed Agreement in its original form within thirty (30) days from the date of dispatch, then the application of the intending Allottee may be treated as cancelled by the Developer, at its own discretion, and in this case, the booking amount paid by the intending Allottee for the said residential space shall stand forfeited by the Developer and the intending Allottee shall be left with no right, title or interest in any form or manner in the residential space offered to the intending Allottee.

The Agreement will not be binding on the Developer until duly executed by the Developer.

The Developer reserves the right to request through identification, financial and other information as it may so desire concerning any intending Allottee. The Developer reserves the right to reject and refuse to execute any Agreement as per its own discretion and in such a scenario, the allotment/application shall be treated as cancelled and the booking amount paid by the intending Allottee shall be refunded to the intending Allottee, without any interest and/or penalty. The intending Allottee(s) shall be left with no right, title or interest in any form or manner in the residential space offered to the intending Allottee.

I/we confirm that I/we have read and understood the instructions and all clauses of this Agreement with all legal implications. I/we are executing this Agreement being fully conscious of my/our rights and obligations and limitations of the Developer and undertake to faithfully abide by and agree to all the terms and conditions of this Agreement.

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Signatures of intending Allottee(s)

**IMPORTANT INSTRUCTIONS RELATING TO EXECUTION OF THE AGREEMENT FOR SALE:**

1. Please read the Agreement for Sale and all the terms and conditions carefully before signing the same.
2. Please sign along with joint Buyer(s), if any, on all places marked in the Agreement for Sale including all Annexures.
3. Please paste colour photographs of all the buyers at the space provided, and sign across the photographs.
4. Both signed copies of the Agreement with all the annexures in its original form shall be returned to the Company by registered post (AD) / hand delivery only within the stipulated time.

## **AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ at Ghaziabad, Uttar Pradesh.

### **BY AND BETWEEN**

**Envryons Infrastructure Private Limited (CIN: U70101DL2011PTC222612)**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at G-56, Basement, Pushkar Enclave, Paschim Vihar, Delhi-110063 (PAN No. AADCE1220C), represented by its authorized signatory Mr. NAVRANG KUMAR, S/o Sh. Krishan Kumar Mittal, R/o J-94, Second Floor, Reserve Bank Enclave, Paschim Vihar, New Delhi-110063 duly authorized vide resolution dated \_\_\_\_\_ (hereinafter referred to as the "**Developer**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **ONE PART**;

### **AND**

#### **[If the Allottee is a company]**

[•], (CIN [•]) 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) of the **OTHER PART**.

[OR]

#### **[If the Allottee is a Partnership]**

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

[OR]

#### **[If the Allottee is an Individual]**

Mr./Ms./Mrs. [•], (Aadhar no. [•]) son/daughter/wife of [•], aged about [•], residing at [•], (PAN [•]) (hereinafter called the "**Allottee**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

[OR]

**[If the Allottee is a HUF]**

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

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

Whenever the Allottee is a female, the expression "he", "him", "himself" etc., in this Agreement in relation to the said Unit shall be read and construed as "she", "her", "herself" etc. These expressions shall be deemed as modified and read suitably, whenever the Allottee is a Joint Stock Company, Body Corporate or a Firm or any Association of Persons and whenever there are more than one Allottee, the expression Allottee in the Agreement shall be construed as including each of such Allottees and their respective heirs, executors, administrators, legal representatives and permitted assigns etc.

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

**DEFINITIONS:**

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

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016.
- (b) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority.
- (c) "**Common Areas**" as defined under Clause (d) of Rule 2(1) of Rules.
- (d) "**Government**" means the Government of Uttar Pradesh.
- (e) "**Independent Areas**" means and includes the convenient shops/commercial areas, multi-purpose hall at terrace level/ top level of main residential tower-AR and tower-ER which is the part of FAR, convenient shops, multipurpose area at ground floor single/ double height area behind commercial area which is the part of FAR, ground floor level's resort area below main tower and swimming pool at top terrace and other such areas, which have been declared but not included as Common Areas and may be sold/ leased by the Company, with or without constructions, wholly or in part(s) without the interference of other apartment owners, excluding anganwari area at ground floor and first floor community area and entrance area of common lobby of tower at ground floor.

(f) “**Limited common areas & facilities**” means those common areas and facilities within the Project earmarked/ reserved including open / Basement car parking spaces, storages, etc. for use of certain apartment /apartments to the exclusion of the other apartments.

(g) “**Rules**” means U.P. Real Estate (Regulation & Development) Rules, 2016, as amended from time to time.

(h) “**Regulations**” means the Regulation made under the Real Estate (Regulation and Development Act, 2016.

(i) “**Section**” means a section of the Act.

**WHEREAS:**

A. UP Avas Evam Vikas Parishad Ghaziabad (“**UPAVP**”) vide registered agreement dated 21.02.2017 bearing document No. 979, Book No. 1, Jild No 5997, Page no. 151 to 188 duly registered in the office of Ghaziabad, Uttar Pradesh on 21.02.2017 has transferred the land admeasuring 12000 Sq. Mtrs. situated at Plot No. 04/BS-02/02, Siddharth Vihar, Ghaziabad, Uttar Pradesh (“**Project Land**” more particularly described in **Schedule A** hereto) to the Developer.

B. The Developer is engaged in the development of a residential complex on the Project Land, to be known as “**Vaastu Homes**” (hereinafter referred to as the “**Project**”), comprising of various residential components to be developed as per the applicable laws.

C. The Project comprises of residential units with various facilities as specified in this Agreement.

D. The Developer has obtained the layout plan, building plans, specifications and all necessary approvals from UPAVP vide its Sanction Letter dated 01-01-2024 bearing No./ Permit No. High Risk/UPAVP/BP/22-23/0084/14082023 for developing the said Project on the Project Land. The Developer agrees and undertakes that it shall not make any changes to theses approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

E. The Developer has registered the said Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under the Registration No. \_\_\_\_\_.

F. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Project Land on which Project is to be constructed have been completed.

G. Vide application no. [●] dated [●], the Allottee had applied to the Developer for allotting a unit in the Project and has paid a sum of Rs. [●] (“**Booking Amount**”) towards booking of a unit in the Project. The Developer accepted the application made by the Allottee and has accordingly allotted unit bearing No. [●] having an approximate carpet area of [●] Sq. Ft. ([●] Sq. Mtrs. approximately) and super area of [●] Sq. Ft. ([●] Sq. Mtrs. approximately) on [●] Floor in Tower [●] of the Project

and pro rata share in the common areas of the Project (“**Common Areas**”) as defined under Clause (d) of Rule 2(1) of Rules (hereinafter referred to as the “**said Unit**” more particularly described in **Schedule B** and the floor plan of the said Unit is annexed hereto and marked as **Schedule C**) along with exclusive right to use [●] (if applicable) (“**Parking**”), as permissible under the applicable law.

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit on the terms and conditions as stipulated under this Agreement.

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

**1. TERMS OF ALLOTMENT**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Unit for residential use along with right to use the Parking (*if applicable*).

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 said Unit based on the carpet area is Rs. [●] (Rupees [●] only (“**Total Price**”). Details of Total Price is provided in **Schedule D** of this Agreement.

**Explanation:**

- (a) The Total Price above includes the Booking Amount paid by the Allottee to the Developer towards the said Unit.
- (b) As of the date of this Agreement, the Allottee has paid a further sum of Rs. [●] (Rupees [●] only) to the Developer (in addition to Booking Amount) being part payment towards the Total Price of the Unit; the receipt of which the Developer hereby acknowledges and

the Allottee hereby agrees to pay the balance Total Price of the Unit as prescribed in the Payment Plan and as demanded by the Developer. Provided that if the Allottee delays in payment towards any amount which is payable, he be liable to pay interest at the rate prescribed under applicable laws.

- (c) The Allottee agrees that 10% of the Total Price shall be considered as earnest money for the purpose of this Agreement (“**Earnest Money**”).
- (d) The Total Price above includes taxes (consisting of tax paid or payable by the Developer by way of Goods and Service Tax, Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the said Unit to the Allottee and the Project to the association of allottees or the competent authority or the maintenance agency, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of handing over the possession:

Provided that in case there is any change / modification in the taxes/ charges/ fees/ levies etc. or additional taxes are imposed or any directions from any department, even if retrospective in effect, the subsequent amount payable by the Allottee to the Developer 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, the same shall not be charged from the Allottee;

- (e) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in Clause 1.2 above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified herein. In addition, the Developer shall provide to the Allottee the details of the taxes/ fees/ charges/ levies etc., paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (f) The Total Price of the said Unit includes recovery of price of land, construction of not only the said Unit but also the Common Areas, internal development charges, external development charges, taxes/ fees/ charges/ levies etc., cost of providing electric wiring, electrical connectivity to the said Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the said Unit and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in taxes or charges which may be levied or imposed by the competent authority

from time to time and as mentioned in this Agreement. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, taxes, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

Similarly, in case of any decrease (including with retrospective effect, if any) in any of the charges / costs / duties / fees / levies that may be notified by a competent authority, the same shall be adjusted proportionately in favour of the Allottee from the final installment to be paid by the Allottee as set out in the Payment Plan, and such adjustment shall be made following the intimation of such decrease by the Developer / competent authority, as the case may be at the time of possession.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule E (“Payment Plan”)**.
- 1.5 The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at the rates per annum intimated by the Developer for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer unless otherwise agreed upon by the Allottee(s).
- 1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule F** and **Schedule G** in respect of the said Unit without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 If the Developer is required to make any additional / upgraded specifications, fixtures, fittings and provide any additional amenities, over and above those provided under this Agreement and/or required as per existing rules and regulations, due to any change in the applicable law or as per requirement of the Allottee, then the Developer shall be entitled to raise the demand of such additional amount as additional costs and charges and the Allottee agrees to pay the same. The Allottee agrees to execute and register (if required), such other documents, as may be required by the Developer in this regard.
- 1.8 Allottee may obtain finance from any financial institution/ bank for the purchase of the Unit. However, it shall not be the responsibility of the Developer to make arrangements or facilitate in

sanctioning and disbursement of the loan to the Allottee and the Allottee's obligation to make timely payments shall not be contingent upon the Allottee obtaining such financing. In cases of any circumstances, resulting in refund of the amount paid by the Allottee, if any, such refund shall be made by the Developer directly to such financial institution / bank, subject to the deductions as agreed under this Agreement, and the same shall be deemed to have been refunded to the Allottee. No other claim, monetary or otherwise shall lie against the Developer or the said Unit.

1.9 The Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Project is complete and the occupancy certificate / part occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the said Unit shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee within forty-five (45) days with annual interest at the rate prescribed under applicable law, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area of the said Unit, allotted to Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule E**. All these monetary adjustments shall be made at the same rate per square feet/square meter as provided in **Schedule D** of this Agreement.

If the increase in the carpet area of the Unit is more than 3% (three percent), Developer shall seek consent of the Allottee. In case the Allottee consents to the change then the Developer may demand excess amount from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule E**. In case, Allottee refuses to accept the increase, Developer may offer a similar unit, subject to availability. If the Allottee accepts such alternate unit, the applicable increase or reduction in the Total Price resulting due to such change shall be payable by or refundable to the Allottee, as the case may be. Else, the Allottee shall be refunded the amounts received against the Total Price along with interest thereon, at the rate prescribed under applicable law. No other claim, monetary or otherwise, shall lie against the Developer.

1.10 Subject to the provisions of the Act, the Developer agrees and acknowledges that the Allottee shall have the right to the said Unit for residential use along with right to use the Parking (if applicable), as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Unit;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the maintenance agency or association of allottees, as the case may be after duly obtaining the completion/occupation certificate/part occupation certificate from the competent authority as provided in the Act;

(iii) The Allottee has the right to visit the site of the Project to assess the extent of development of the Project and the said Unit, as the case may be, subject to feasibility/guidelines /timings as may be directed by the Developer.

1.11 It is made clear by the Developer and the Allottee agrees that the said Unit along with right to use the Parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottee(s) of the Project.

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

1.13 The Allottee hereby agrees and acknowledges that the Allottee has understood all limitations, restrictions, requirements, terms, and obligations of the Developer and that of the Allottee in respect thereof. The Allottee acknowledges that the Developer is responsible for development of the Project within the boundaries of the Project and all development outside the boundaries of the Project are subject matter of various government departments/ authorities and Allottee shall not delay the payment or withhold the payment or hold the Developer responsible for delay in development of the areas outside the boundaries of the Project or provisioning of the services by the authorities, even though charges for the same may have been paid by the Allottee.

1.14 Except for the said Unit herein agreed to be sold and the necessary easementary rights pertaining thereto, all the residuary rights in the units constructed/to be constructed in the Project shall continue to vest in the Developer.

1.15 The Allottee understands and accepts that it shall only have an exclusive right to use the Parking for its own personal use and benefit and the Developer, by way of this Agreement has not conveyed or transferred the Parking to the Allottee. The Parking allotted to the Allottee shall be only used to park the vehicles and for no other purpose whatsoever.

1.16 The Allottee confirms having obtained independent advice/ forming independent opinion on all the aspects and features before deciding to proceed further. Accordingly, the Allottee confirms

executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications and all applicable laws. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee. The Allottee has relied upon personal discretion, independent judgment and investigation and being fully satisfied with the present Agreement has decided to enter into this Agreement for the purchase of the said Unit.

## 2. MODE OF PAYMENT

2.1 Subject to the terms of this Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments as per the Payment Plan and/or on written demands by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “\_\_\_\_\_” payable at \_\_\_\_\_. All payments shall be subject to realization.

### **RTGS details.**

Account No [●]

Bank [●]

IFSC Code [●]

Branch [●]

## 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 Developer with such permission, approvals which would enable the Developer 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he 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 Developer accepts no responsibility in regard to matters specified above. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee after the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and

comply with necessary formalities, if any, under the applicable laws. The Developer shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

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

4.1 The Allottee authorizes the Developer to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding of the Allottee against the said Unit, if any, in his name and the Allottee agrees and undertakes not to object/demand/direct the Developer to adjust the payments in any manner. The Allottee agrees that the Developer shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue installments and thereafter, towards overdue installments or any other outstanding demand (made in accordance with the Act and the rules made thereunder) and finally, the balance, if any, would be adjusted towards the current installment or current dues.

#### **5. TIME IS OF ESSENCE**

5.1 The Developer shall abide by the time schedule for completing the said Project as disclosed at the time of registration of the said Project with the Authority and towards handing over the said Unit to the Allottee and the Common Areas to the maintenance agency, association of allottees or the competent authority, as the case may be.

5.2 Likewise, the Allottee agrees and bounds himself to abide by the Payment Plan and/or the demands raised by the Developer time to time, failing which the Allottee shall be held to be in default of this Agreement. The Allottee agrees and acknowledges that timely payment of the Total Price and similarly payment of the respective total prices by all other allottees of the Project is the primary condition for the Developer to complete the development of the said Project and handover the said Unit to the Allottee. In the absence of timely payments of various allottees, the Developer cannot be held to be in default for delay under this Agreement.

#### **6. CONSTRUCTION OF THE PROJECT**

6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which have been approved by the competent authority, as represented by the Developer.

6.2 The Developer 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 Developer 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 under the relevant laws of the State of Uttar Pradesh and shall not make any

variation/alteration/modification in such plans, other than in the manner as provided under the Act, and breach of this term by the Developer shall constitute a material breach of this Agreement.

## 7. POSSESSION OF THE SAID UNIT

7.1 **Schedule for possession of the said Unit** – The Developer agrees and understands that timely delivery of possession of the said Unit to the Allottee and the Common Areas to the association of allottees or the competent authority or the maintenance agency, as the case may be, is the essence of this Agreement.

The Developer assures to hand over the possession of the said Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before [●] (“**Completion Date**”), unless there is delay or failure due to unless there is delay due to force majeure, court orders, government policy/ guidelines, decisions affecting the regular development of the real estate Project (“**Force Majeure**”). If, the Completion Date of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit.

The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement / complete the Project due to due to Force Majeure and above mentioned conditions, then this allotment and the Agreement shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer (subject to deduction of taxes and other outgoing charges already paid by the Developer to the concerned authorities and the interest / penalty charges., if any paid by the Allottee on account of his default under this Agreement) within One Hundred Twenty (120) days from the date from when the Project becomes impossible to be completed. The Developer shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Developer, upon obtaining the occupancy certificate / part occupation certificate from the competent authority shall offer in writing the possession of the said Unit, to the Allottee within two (2) months from the date of the occupation certificate / part occupation certificate to the Allottee as per terms of this Agreement. The Allottee, prior to taking possession of the Unit, agrees to inspect the Unit so that in the event of any incomplete works or defects, the same can be resolved by the Developer and to pay to all outstanding dues and payments as per terms of this Agreement. The Allottee shall be entitled to the possession of the Unit only after making the complete payment of the Total Price along with such other charges as payable under and in terms of this Agreement and subject to the execution of such documents by the Allottee, as may be required by the Developer. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking possession of the said Unit, agree(s) to pay the maintenance charges as determined by the Developer /association of allottees, as the case may be after the issuance of the occupancy certificate/part occupation certificate for

the said Project. The Developer shall hand over the copy of the completion/ occupancy certificate of the said Unit to the Allottee, upon demand, at the time of conveyance of the same.

**7.3 Failure of Allottee to take possession of the said Unit-** Upon receiving a written intimation from the Developer as per Clause 7.2, the Allottee shall take possession of the said Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges @ Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ Only) per sq. ft. per month of the carpet area of the said Unit from the date of offer of possession of the said Unit by the Developer till the time Allottee does not take over the possession of the said Unit in terms of this Agreement. In such circumstances, the Developer shall postpone the execution and registration of conveyance deed and handing over possession of the said Unit until the entire outstanding dues along with interest for delayed payment, if any, applicable maintenance charges and holding charges as may be applicable thereon, along with applicable GST have been fully paid by the Allottee. The Allottee agrees that such holding charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge as provided for in this Agreement.

**7.4 Possession by the Allottee-** After obtaining the occupancy certificate / part occupation certificate and handing over the physical possession of the units to the allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, as per the applicable laws.

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

**7.5 Cancellation by the 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 Developer, the Developer herein is entitled to forfeit the Booking Amount paid for the allotment of the said Unit. The Developer shall return 50% (fifty percent) of the balance amount of money paid by the Allottee within forty-five (45) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the said Unit or at the end of 1 (one) year from the date of cancellation / withdrawal by the Allottee, whichever is earlier. The Developer 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 of the said Unit.

**7.6 Compensation –** The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, on which the said Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation

under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the said Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Unit, which shall be paid by the Developer to the Allottee within forty-five days (45) of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

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

- i. The Developer has absolute, clear and marketable right and interest with respect to the Project Land; the Developer has requisite rights to carry out development of the Project and absolute, actual, physical and legal possession of the Project Land for the Project.
- ii. The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project.
- iii. There are no litigations pending before any Court of law or authority with respect to the Project Land, Project or the said Unit.
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project Land, said Project and said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project Land, Project, said Unit and Common Areas.
- v. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right and interest of the Allottee created herein, may prejudicially be affected.
- vi. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the said Project and the said Unit which will, in any manner, affect the rights

of the Allottee under this Agreement.

- vii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement.
- viii. At the time of execution of the conveyance deed, the Developer shall handover lawful, vacant, peaceful, physical possession of the said Unit to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be.
- ix. The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land.
- x. The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the said Unit along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the Project Land and/or the said Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure and other conditions as mentioned in Clause 7.1 above, the Developer shall be considered under a condition of Default, in the following events:

- i. Developer fails to provide ready to move in possession of the said Unit to the Allottee by the Completion Date or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority;

For the purpose of this Clause, 'ready to move in possession' shall mean that the unit 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 occupation certificate, has been issued by the competent authority;

- ii. Discontinuance of the Developer's business as a developer on account of suspension or revocation of registration under the Act.

9.2 In case of Default by Developer as stated above, the Allottee shall be entitled to:

- i. Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating this Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said Unit (subject to deduction of taxes and other outgoing charges already paid by the Developer and the penalty charges, if any), along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided in the Rules, within forty-five (45) days of receiving the termination notice:

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

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

- i. In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard. The Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate equal to MCLR on home loan of State Bank of India +1% unless otherwise provided in the Rules. The Developer 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 three (3) consecutive months after due date of payment under the Payment Plan and/or the demand notices from the Developer in this regard, the Developer may cancel the allotment of the said Unit in favour of the Allottee and refund the money paid to him by the Allottee after forfeiting the Earnest Money, interest paid and/or due to be paid by the Allottee on delayed payment and any brokerage incentive paid by the Developer to the broker/channel partner, if any, along with amount paid towards GST to and which is non-recoverable by the Developer. Provided that the Developer shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. The interest liability accrued till the termination of the said Unit shall remain payable by the Allottee and the Developer shall be entitled to recover the same from the Allottee through legally permitted means.
- iii. In case the Allottee fails to comply with the conditions under the notice for offer of possession, including taking over of possession of the said Unit, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than ninety (90) days after receipt of a notice from the Developer in this regard then the Developer may cancel the allotment of the said Unit, and refund the money paid to him by the Allottee after forfeiting the Earnest Money, interest

paid and/or due to be paid by the Allottee on delayed payment and any brokerage incentive paid by the Developer to the broker/channel partner, if any, along with amount paid towards GST to and which is non-recoverable by the Developer. Provided that the Developer shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. The interest liability accrued till the termination of the said Unit shall remain payable by the Allottee and the Developer shall be entitled to recover the same from the Allottee through legally permitted means.

## **10. CONVEYANCE OF THE SAID UNIT**

- 10.1 The Developer, on receipt of Total Price of the said Unit as per Clause 1.2 under the Agreement from the Allottee and such other charges as agreed to be paid by the Allottee under this Agreement, shall execute a conveyance deed and convey the title of the said Unit together with proportionate indivisible share in the Common Areas and an exclusive right to use the Parking (if applicable), within three (3) months from the date of issuance of the occupation certificate / part occupation certificate to the Allottee or such other period as provided by the local laws.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges and other charges payable for the registration within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his favour till payment of stamp duty and registration charges to the Developer is made by the Allottee.

## **11. MAINTENANCE OF THE PROJECT**

- 11.1 The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, of the Project.
- 11.2 The cost of such maintenance shall be paid by the Allottee in advance for next 1 (one) year from the date of occupation certificate/ part thereof. However, if the association of allottees is not formed within one (1) year of the issuance of occupation certificate/ part thereof, the Developer will be entitled to collect from the allottees the maintenance amount as decided/fixed from time to time by it and the same shall be payable by the Allottee to the Developer.
- 11.3 The Allottee undertakes to pay maintenance charges as provided for in the maintenance agreement (to be separately executed between the Allottee and the maintenance agency appointed by the Developer) at the time of handing over the possession of the said Unit. Once the maintenance of the Project is handed over to the association of allottees or competent authority, as the case may be, the Allottee shall pay the maintenance charges to the said association of allottees or the maintenance agency appointed by it.
- 11.4 Power back-up for the installed electrical load for the said Unit shall be made available subject to timely payment of maintenance charges by the Allottee. The Allottee shall not be entitled to claim any damage/loss whether direct or consequential from the Developer/ maintenance agency

or any entity providing the power back-up in the event of low voltage, low frequency, inconsistent, erratic or non-availability of such power back-up or any failure due to any reason beyond the control of the Developer and/or the maintenance agency / any other entity providing the power back-up. The provision for the power back-up shall be done through DG Sets, capacity for which shall be decided by the Developer considering a suitable diversity and load factor, and shall be subject to the applicable laws. The Allottee shall make use of energy efficient light fixtures and fittings.

## **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 Developer as per this Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer'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.

Provided that, the Developer shall not be liable for (i) any such structural/ architectural defect induced by the Allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design, or (ii) any act, omission or negligence attributable to the Allottee or non-compliance of any applicable laws by the Allottee; or (iii) ordinary wear and tear in due course.

12.2 The Allottee also agrees and understands that the Developer shall not be held responsible or liable for giving any warranty of movable items / appliances which have been part of the said Unit and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures cables, wires, bulbs etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto. The Developer shall transfer the warranty provided by the manufacturer / vendor to the Allottee and any claim or dispute in this regard, shall be raised by the Allottee, directly with the original equipment manufacturer / vendor. The usage of all the fixtures, fittings and other installations whether in terms of this Agreement or otherwise shall be as per the usage guidelines as provided by the Developer / the manufacturer / the maintenance agency / the association of allottees.

## **13. RIGHT TO ENTER THE UNIT FOR REPAIRS**

13.1 The Developer /maintenance agency/ association of allottees shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee agrees to permit the nominees/ representative of association of allottees /maintenance agency to enter into the said 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 said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees /maintenance agency for rendering maintenance services.

## **15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT**

- 15.1 Subject to provisions of this Agreement, the Allottee shall, after taking possession of the said Unit, be solely responsible to maintain the said Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Project, or the said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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 would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the said Project or anywhere on the exterior of the said Project, or Common Areas of the said Project. The Allottee shall also not change the color 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 said Unit or place any heavy material in the common passages or staircase of the building/said Project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Unit.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees /maintenance agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allottee shall not use the said Unit or permit the same to be used for purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other units or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any flooring, ceiling or walls of any other unit or in any manner interfere with the use thereof or of space, passages or amenities available for common use.
- 15.5 That the Allottee shall not use any gas/electric/oil burners or chulahas or any other gadgets, device or process generating or causing smoke, foul smell etc. and shall not carry out any cooking except in the kitchen or the area agreed demarcated to be used for such purposes. The Allottee shall not

create any noise pollution within the common areas of the said Project in the overall interest of maintaining harmony in the said Project amongst various occupants of the said Project.

15.6 That the space for restaurant, café and food-courts etc. are separately earmarked and the Allottee shall not be permitted, unless allowed otherwise in writing by the Developer, to operate a restaurant or food court or any other F & B outlets in the said Unit which is not earmarked for such use.

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

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

## 17. ADDITIONAL CONSTRUCTION

17.1 The Developer 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 guidelines/ permissions/ directions or sanctions by competent authority.

17.2 However, the Developer shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Allottee to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold units/apartments within the Project, as per the applicable laws and guidelines, permissions / directions or sanctions by the competent authority and the Allottee agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.

## 18. ASSIGNMENT

18.1 So long as the conveyance/transfer deed of the said Unit is not executed in favour of the Allottee, the Developer shall continue to be owner and in control of the said Unit. The Allottee shall however be entitled to transfer/assign his rights and obligations under this Agreement with the prior consent in writing of the Developer which shall not be unreasonably withheld and shall be granted subject to payment of administrative charges as prescribed by the Developer from time to time and payment of all the dues outstanding in respect of the said Unit at the time of assignment. Claims, if any, between assignor and assignee as related to transfer/assignment will be settled between assignor and assignee themselves and the Developer will not be party to or responsible for the same. It will be the responsibility of the assignor to obtain sanctions, if any required for the assignment of the said Unit and to pay any charges, levies, unearned increase etc. for such assignment. The assignee shall be bound by the terms of this Agreement.

## 19. MORTGAGE OR CHARGE OVER THE SAID UNIT

19.1 The Developer shall have the right to mortgage or create a charge on the said Unit 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 said Unit. The said Unit shall be handed over to the Allottee in accordance with the terms of this Agreement, free from any charge or encumbrance.

## 20. **APARTMENT OWNERSHIP ACT**

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

## 21. **BINDING EFFECT**

21.1 Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty (30) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within thirty (30) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty (30) 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.

## 22. **ENTIRE AGREEMENT**

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

## 23. **AMENDMENT**

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

## 24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT/ ALLOTTEES:**

24.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit and the said Project shall equally be applicable to and enforceable against and by any subsequent allottees of

the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

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

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

**26. SEVERABILITY:**

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

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

- 27.1 Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in said Project, the same shall be the proportion which the carpet area of the said Unit/ bears to the total carpet area of all the units in the said Project.

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

- 29.1 The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be

mutually agreed between the Developer and the Allottee, after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant state act in the state of Uttar Pradesh. Hence this Agreement shall be deemed to have been executed at Ghaziabad, Uttar Pradesh.

**30. NOTICES:**

- 30.1 That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified above in this Agreement.
- 30.2 It shall be the duty of the Allottee and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee, as the case may be.

**31. JOINT ALLOTTEES:**

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

**32. SAVINGS:**

- 32.1 Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the said Unit prior to the execution and registration of this Agreement for such said Unit, shall not be construed to limit the rights and interests of the Allottee under this Agreement or under the Act or the rules or the regulations made thereunder.

**33. DISPUTE RESOLUTION:**

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

**34. GOVERNING LAW AND JURISDICTION**

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

This Agreement shall be subject to the jurisdiction of courts at Ghaziabad, Uttar Pradesh.

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

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE DEVELOPER	SIGNED AND DELIVERED BY THE ALLOTTEE
Name: Authorised Signatory	Name: Address:

**Witnesses:**

1.

2.

**SCHEDULE-A**

**DESCRIPTION OF THE PROJECT LAND**

**SCHEDULE-B**

**DESCRIPTION OF THE UNIT AND THE PARKING (IF APPLICABLE)**

**SCHEDULE C**  
**FLOOR PLAN OF THE SAID UNIT**

**SCHEDULE-D**

**DETAILS OF TOTAL PRICE OF THE SAID UNIT**

**SCHEDULE-E**

**PAYMENT PLAN**

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DEVELOPER

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ALLOTTEE(S)

**SCHEDULE-F**

**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF  
THE SAID UNIT)**

**SCHEDULE-G**

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

**APPENDIX-D**

**“Common areas & facilities” [asdefined in S. 3(i) of the Act]**

**APPENDIX-E**

**“Limited common areas & facilities” [as defined in S. 3(s) of the Act]**

**APPENDIX-F**

**“Independent areas” [as defined in S. 3(p) of the Act]**