

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) is executed on this [REDACTED] day of [REDACTED], 202[REDACTED]

BY AND BETWEEN

ATS REALTY PRIVATE LIMITED (CIN: U70200DL2012PTC240824 & PAN: AARCS4679P), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 711/92, Deepali, Nehru Place, Delhi 110019 and its corporate office at ATS Tower, Plot No.16, Sector-135, YEIDA, represented by its authorized signatory [REDACTED] authorized vide board resolution dated [REDACTED] (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);

AND

[If the Allottee is a company]

-----NA-----, (CIN No. [REDACTED]) a company incorporated under the provisions of the companies Act, [1956 or 2013, as the case may be], having its registered office at ----NA-----, (PAN [REDACTED]) represented by its authorized signatory [REDACTED] (Aadhar No. [REDACTED]) duly authorized vide board resolution dated [REDACTED], 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), the party of the Second Part

[OR]

[If the Allottee is a Limited Liability Partnership Firm]

-----NA-----, (LLP ID No. [REDACTED]) a limited liability partnership firm, having its principal place of business at -----NA-----, (PAN [REDACTED]), represented by/acting through its authorized/designated partner, [REDACTED] (Aadhar No. [REDACTED]) authorized vide Resolution passed in the meeting of its partners held on [REDACTED], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners or partner for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors and administrators of the last surviving partner and his/her/their assigns), the party of the Second Part

[OR]

[If the Allottee is a Partnership Firm]

-----NA-----, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at -----NA-----, (PAN [REDACTED]), represented by its authorized partner, [REDACTED] (Aadhar No. [REDACTED]) authorized vide Letter of Authorization dated [REDACTED], hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners or partner for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors and administrators of the last surviving partner and his/her/their assigns), the party of the Second Part

[OR]

[If the Allottee is an Individual(s)]

MR. XYZ (Aadhar No. [REDACTED]), aged about [REDACTED] yrs., residing at - 0, (PAN [REDACTED])

-----NA-----, (Aadhar No. [REDACTED]), aged about [REDACTED] yrs, residing at, (PAN [REDACTED]),

-----NA-----, (Aadhar No. [REDACTED]), age about [REDACTED] yrs, residing at, (PAN [REDACTED]),

-----NA-----, (Aadhar No. [REDACTED]), aged about [REDACTED] yrs, residing at, (PAN [REDACTED]),

hereinafter called the “Allottee (s)”, singly/jointly, as the case may be, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns) , the party of the Second Part.

[OR]

[If the Allottee is a HUF]

-----NA-----, (Aadhar No. [REDACTED]) son of [REDACTED] aged about [REDACTED] yrs for Self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at -----NA-----, (PAN [REDACTED]), 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) , the party of the Second Part.

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

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

IN RESPECT OF:

Plot No. [REDACTED] having an area of [REDACTED] sq. mtr. (hereinafter referred to as the “Plot” and more particularly described in **Schedule A** situated in the Phase [REDACTED] of the project named ‘[REDACTED]’ to be developer/under development by the Developer on a piece and parcel of land admeasuring [REDACTED] sq. mtrs. falling within the larger Plot No. TS-02A situated in Sector-22D, Yamuna Expressway Industrial Development Authority, District Gautam Buddha Nagar, Uttar Pradesh, India.

DEFINITIONS:

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

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Common Areas”/“Common Areas of the Project” shall mean all such features/areas in the Project, that the Allottee shall use by sharing with other occupants of the Project including internal roads, footpaths, passages, open spaces, parks, green areas, security provisions, fire control room(s), plumbing and fire services, gatehouse structure including all MEP areas. In addition, entire area for electric substation, transformers, D.G. set rooms, underground water, other storage tanks, pump rooms, parking space/area, area for making provisions for rainwater harvesting, solid waste management and area for making provision for sewage treatment plant with respect to the Project, maintenance and services rooms, circulation areas etc. and any

other area in the Project/building, except as specifically excluded as per the terms of this Agreement.

- (c) **“Government”** means the Government of the State of Uttar Pradesh;
- (d) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2016 for the State of Uttar Pradesh;
- (e) **“Section”** means a section of the Act.

WHEREAS:

- A. Pursuant to a sub-lease deed dated June 12, 2013 (*registered as Document No. 14371 in Book No. 1, Jild No. 13472 at Pages 107 to 138 in the office of Sub-registrar at Gautam Budh Nagar*), and the supplementary sub-lease deed dated October 17, 2023 (*registered as Document No. 25755 in Book No. 1, Jild No. 14304 at Pages 315 to 324 in the office of Sub-registrar at Gautam Budh Nagar*) (hereinafter collectively referred to as **“Lease Deed”**), ATS Realty Private Limited (hereinafter named Developer) acquired leasehold rights, over a piece and parcel of **land admeasuring 4,09,552.515 sq. mtrs. bearing Plot No. TS-02A situated in Sector-22D, Yamuna Expressway Industrial Development Authority, District Gautam Buddha Nagar, Uttar Pradesh, India**, the details of which are provided in **Schedule A** hereunder (**“Total Land”**) from (i) the Yamuna Expressway Industrial Development Authority (hereinafter referred to as **“YEIDA Authority”/“YEIDA”**) and (ii) Orris Developers Private Limited – for development of a residential plotted project.
- B. The Total Land has been demised in favour of the Developer on a leasehold basis, for 90 (ninety) years commencing from June 12, 2013, for developing residential plots, commercial spaces, units with amenities etc. as per the sanction/revised sanction plan approved by the YEIDA Authority vide letter dated 23.09.2024 bearing No. YEA/PLNG/686/24. The Developer has developed (is developing) the Total Land in several phases, in such a manner that each phase is a standalone real estate project.
- C. The Developer is entitled to develop (and is developing) a residential plotted project known as **‘[•]’ (“Project”)** on a part of the Total Land admeasuring **[•] sq. mtrs. (“Project Land”)**.
- D. The Allottee, after having demanded, seen and examined all the necessary documents and deeds, including Lease Deed, approved sanction plans, etc., has fully acquainted and satisfied themselves with the title of the Developer over the said Total Land/Project Land, Layout plans, and other relevant documents, and as to their lawful right to construct the said residential plotted project thereon, and further to sell the residential plots development on the said Project Land. After having fully understood all limitations and obligations of the Developer, the Allottee applied to the Developer for allotment/purchase of a Plot in the Project being developed upon the Project Land. Basis the representations, warranties and assurances of the Allottee, the Developer has agreed to allot/sell the same to the Allottee on the terms mutually agreed and as recorded hereinafter.
- E. The Allottee has also understood that the construction, structures, facilities and amenities and their earmarked uses (within the Total Land/Project Land/Project stated hereinabove) may be modified/amended by the Developer in accordance with the approvals received/to be received from YEIDA and other competent authorities at any stage, as per the applicable laws, to which the Allottee shall have no objection, and such changes/modifications shall be binding on the Parties.
- F. The Allottee hereby confirms that they have understood that the Project shall be developed within the Project Land falling within the Total Land; and that the rights, interests and

entitlements of the Allottee shall be limited to the Plot/Project/Project Land only.

- G. The Buyer/Allottee acknowledges that it shall be within the sole discretion and authority of the Developer to carry out further construction/development upon the Total Land (outside the Project Land), at its discretion, in accordance with the sanction plans without requiring any permission or consent from the Allottee. The Developer agrees and undertakes that it shall not make any changes to the approved plans for the Project Land/Project except in strict compliance with section 14 of the Act and other laws as applicable. The drawings and the plans of the Project have been displayed at the website of UPRERA Authority.
- 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 executing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable in the State of Uttar Pradesh and related to the Total Project/Project/phases thereof.
- J. 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 convey, transfer and sublease to the Allottee, and the Allottee hereby agrees to purchase the Plot, more particularly described in **Schedule-A**, from the Developer on a sub-leasehold basis,.

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

1. TERMS

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sublease to the Allottee and the Allottee hereby agrees to purchase the said Plot from the Developer on a sub-leasehold basis.
- 1.2 The Total Sale Consideration for the Plot is Rs. [REDACTED] /- (Rupees [REDACTED] Only) ("**Total Sale Consideration**"). Please note, the stamp duty amount & registration fee on the conveyance/sub-lease deed shall be extra and payable by the allottee(s) as applicable at the time of execution and registration of the conveyance/sub-lease deed. Details of the Total Sale Consideration are provided in **Schedule C** of this Agreement.

Explanation:

- (i) The Total Sale Consideration as mentioned above includes the advance amount of Rs. [REDACTED] /- (Rupees [REDACTED] Only) ("**Advance Amount**") paid by the Allottee to the Developer for the Unit;
- (ii) As of the date of this Agreement, the Allottee has paid a further sum of Rs. [REDACTED] /- (Rupees [REDACTED] Only) to the Developer (in addition to Advance Amount) being part payment towards the Total Sale Consideration of the Unit; the receipt of which the Developer hereby acknowledges. The Allottee hereby agrees to pay the remaining Total Sale Consideration of the Unit as prescribed in the Payment Plan and as demanded by the Developer.

- (iii) Provided that if the Allottee delays in payment towards any amount which is payable, the Allottee shall be liable to pay interest at the rate prescribed in Rule 15 of the Rules.
- (iv) The Allottee agrees that 10% of the Total Consideration (defined herein) shall be considered as booking amount (“**Booking Amount**”) for the purpose of this Agreement.
- (v) The Total Sale Consideration of the Plot shall be the base price of land, development of the Plot and development of Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided in the Project.
- (vi) The Total Sale Consideration as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project paid/payable by the Developer up to the date of handing over the possession of the Plot to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from the competent authority for the purposes of such possession.

Provided that, in case there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the Allottee to the Developer shall be increased/decreased based on such change/modification.

Provided further, 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.

- (vii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee(s) 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/fees/charges/levies etc. have been imposed or become effective.
- 1.3 The Total Sale Consideration 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 charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for an increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Developer shall enclose the 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 after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** (“**Payment Plan**”).
- 1.5 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans described herein at **Schedule B** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which the conveyance/sub-lease is effected) in respect of the said Plot, without the previous written consent of the Allottee as per the provisions of the Act

and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. 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 and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

- 1.6 The Developer shall confirm the area of a Plot as per the approved Layout plan/Demarcation plan, that has been allotted to the Allottee(s) after the development of the plotted area along with essential services is complete.
- 1.7 The Developer shall inform the Allottee about any details of the changes, if any, in the area. The Total Sale Consideration payable for the area shall be recalculated upon confirmation by the Developer. If there is a reduction in the area then the Developer shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than five percent of the area of the Plot, allotted to the Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee shall have exclusive leasehold title and ownership of the Plot;
 - (ii) The Allottee(s) shall use the Common Areas along with other allottees, maintenance staff of maintenance agencies etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall maintain the Project and hand over the Common Areas to the Association of Allottees/competent authorities after duly obtaining part completion/completion certificate from the competent authority, and the Allottee is bound to pay the maintenance charges as may be demanded by Maintenance Agency.
 - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot.
- 1.9 The Developer agrees to pay all outstanding payments before transferring the physical possession of the Plot to the Allottee, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., 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 outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outstanding(s) 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) as booking amount being part payment towards the Total Sale Consideration of the Plot at the time of application; the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan may be demanded by the Developer within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to

pay interest at the rate prescribed in the Rules.

- 1.11 The Developer has conceptualized development of remaining portion of the Total Land (other than the Project Land) for other uses such as group housing, commercial use and for providing various community facilities. The Allottee confirms and agrees that that they do not have any objection to the development upon such remaining area of the Total Land by the Developer in the manner deemed fit by it and agrees that he/she/they shall not raise any objection or dispute in respect thereof.
- 1.12 The Allottee confirms that the Developer shall be entitled to develop land parcels adjoining the Project Land and agrees that the Developer shall have a right to integrate such additional adjoining land parcels with the Project Land/Project. The Developer shall also be entitled to integrate the Common Areas, facilities and amenities of the Project with such additional land parcels. The Allottee confirms, acknowledges and agrees that they he/she/they do not have any objection to the Developer acquiring such land parcels, licenses thereof, integration of the Project therewith and amendments to the approved Layout plans on account of such additional development.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan (**Schedule C**) through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '[.]' payable at [REDACTED].

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residing 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 other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sub-lease/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other 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 Developer accepts no responsibility in regard to matters specified in para 3.1 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 subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and comply with all necessary formalities as specified and 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 Plot/applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Developer 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 Plot to the Allottee(s) and the Common Areas to the Association of Allottees or the competent authority, as the case may be.

6. DEVELOPMENT OF THE PROJECT:

- 6.1. The Allottee has seen the proposed Layout plan/demarcation plan/site plan/building plan, specifications, amenities, facilities, etc. depicted in the advertisement/brochure/Agreement/website (as the case may be) regarding the Project(s) where the said Plot is located and has accepted the floor/site plan, payment plan and the specifications, amenities, facilities, etc. (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Developer.
- 6.2. The details of the internal development works to be carried out at the Project by the Developer is contained under **Schedule E** of this Agreement.
- 6.3. It is specifically conveyed to the Allottee that any service line such as electricity, pole, water, sewer, etc. may pass from the front side of the said Plot and the Allottee shall not raise any objection as well as demand compensation from the Developer in this regard.
- 6.4. Upon taking over possession of the said Plot, any construction to be undertaken on the said Plot shall be done by the Allottee in accordance with applicable laws and in compliance with applicable building code. Before the commencement of the construction upon the Plot, the Allottee shall submit the copies of approved building plan and other permissions with the Developer/its maintenance agency and shall seek a service certificate from the Developer/its maintenance agency. The Allottee agrees and undertakes to complete construction upon the Plot within four (04) years from the date of offer of possession by the Developer or such extended time as may be permitted by the Developer in its sole discretion. In case the Allottee does not complete the construction upon the Plot within the prescribed time, the Allottee shall be liable to pay to the Developer, time extension charges at the rate of Rs. 10,000 per month.
- 6.5. The Allottee shall ensure that the construction of building on Plot / independent floors-, as permitted by the Authority, (if permitted by Authority) is carried out as per the permissions and approvals obtained by him/her for their respective Plot; and undertakes to make payment of any charges levied/leviable by the competent authority at its own and shall also pay the any additional charges as may be demanded by Developer or maintenance agency. The Allottee(s) further undertakes that the construction works shall not pose any danger and nuisance to the other occupants/allottees in the Project and shall not use underground water for construction purposes and shall make provision for rainwater harvesting and also for protection against fire, pollution or health, hazards, noise, avoidance of public nuisance etc.
- 6.6. The Allottee understands that the Developer shall extend the electricity and water supply network only till the boundary wall/entrance of the Plot; and agrees to follow standard route for extending electric wiring, water connections within the Plot from the boundary/entrance thereof at its own cost and expense. The Allottee shall bear the cost of installation of (a) electricity meter(s) charged by the utility provider, (b) water meter(s) charged by the utility provider.

- 6.7. Further, the Allottee shall not store any hazardous or combustible goods in the said Plot or place any heavy material in the Common Areas and facilities, roads etc. The Developer shall not be liable or responsible for any default or negligence on the part of the Allottee(s) in this regard and the Allottee(s) agree to keep the Developer fully indemnified at all times for any loss, cost, harm or injury caused to it for any reason whatsoever in this regard.
- 6.8. The Allottee acknowledges that PNG, telephone, FTTH lines within the Project shall be laid by third party vendors/service providers. Such vendors/service providers shall follow the routes as defined by the Developer/its maintenance agency within the Project; and for such purposes the vendors/service providers may dig trenches near/around the Plot. The Allottee confirms and agrees not to raise any objection in respect of any such installation or maintenance related works near/around the Plot.
- 6.9. The Allottee shall endeavour to form an Association of Allottees along with other plot owners of the Project and shall have no objection to become member of such Association of Allottees, if already formed.

7. POSSESSION OF THE PLOT:

- 7.1 **Schedule for possession of the said Plot** - The Developer agrees and understands that timely delivery of possession of the Plot to the Allottee(s) and the Common Areas to the Association of Allottees or to the competent authority, as the case may be, is the essence of the Agreement.

The Developer assures to hand over possession of the Plot as per agreed terms and conditions by [REDACTED], unless there is delay due to “force majeure”, Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate Project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Plot.

The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project due to Force Majeure and above-mentioned conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee, the entire amount received by the Developer from the Allottee within ninety days. The Developer shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the 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 of Plot** - The Developer, upon obtaining the approved Layout plan/provision of internal development works & services by Developer, certificate of part and/or full completion, as the case may be, in respect of Project shall offer in writing the possession of the Plot within three months from the date of above, to the Allottee(s) as per terms of this Agreement.

The Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Developer shall provide a copy (on demand) of approved Layout plan/provision of services by the Developer/completion certificate (full/part) in respect of plotted development at the time of conveyance/sub-lease deed of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and an additional charge on account of holding charges at the rate of Rs. 50/- per sq. yard per month.

- 7.3 **Failure of Allottee to take Possession of Plot** - Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the Plot from the Developer by

executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Plot to the Allottee as per terms and condition of the Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

- 7.4 **Possession by the Allottee** - After obtaining the approved Layout plan/provision of the services by Developer, certificate of part and/or full completion, as the case may be, in respect of a plotted colony hand over the physical possession of the Plot to the Allottee(s) on as is where is basis, it shall be the responsibility of the Developer to hand over the necessary documents and plans, and offer Common Areas to the Association of Allottees or the competent authority, as the case may be.

- 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 Developer, the Developer herein is entitled to forfeit the Booking Amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of Agreement and non-payment of any due payable to the Developer). The rate of interest payable by the Allottee to the Developer shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within ninety days of such cancellation.

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 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”, Court decisions orders, Government policy/guidelines, if the Developer fails to complete or is unable to give possession of the Plot:

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 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 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 Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that 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 offer of the possession of the Plot, which shall be paid by the Developer to the Allottee within ninety days of it becoming due.

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

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

- (i) The Developer has absolute, clear and marketable leasehold title with respect to the Project Land and the Developer has the requisite rights to carry out development upon the Project

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

- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Project Land or the Project except as may be declared over the webpage of the Project on the website of UPRERA;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Plot being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.
- (v) The Developer has the right to enter into this Agreement and have 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;
- (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 said Plot, which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Plot to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) 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 said Project Land;
- (ix) 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 Plot to the competent Authorities till the offer of possession of Plot has been issued, as the case may be.
- (x) 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 Project Land) has been received by or served upon the Developer in respect of the Project Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the “force majeure”, Court orders, Government policy/guidelines, Developer shall be considered under a condition of Default, in the following events:

- (i) decisions, the Developer fails to provide possession of the Plot 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 purposes of possession of Plot, it shall mean the Plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the sanctioned Layout plan, (as per guidelines of the competent authority) and for the same the Developer has obtained/part completion/completion certificate, as the case may be;

- (ii) Discontinuance of the Developer’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 a default by Developer under the conditions listed above, Allottee is entitled to the following:

- (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/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (ii) The Allottee shall have the option of terminating the 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 Plot, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/it shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Developer to the Allottee within ninety 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 payment of any instalment despite 2 (two) consecutive demands being made by the Developer for an instalment under 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, as and when the amount becomes due as per payment plan, at the rate prescribed in the Rules;
- (ii) In case of a default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Developer in this regard, the Developer may cancel the allotment of the Plot in favour of the Allottee and refund the money paid by the Allottee after forfeiting the Booking Amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of Agreement and non-payment of any due payable to the Developer). The rate of interest payable by the Allottee to the Developer shall be the rate prescribed under the Rules. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the Developer arising out of the same shall thereupon, stand terminated. Provided that, the Developer shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE/SUB-LEASE OF THE SAID PLOT:

The Developer on receipt of Total Consideration as per 1.2, shall execute a conveyance/sub-lease deed preferably within three months but not later than six months from possession and convey the title of the Plot for which possession is granted to the Allottee.

However, in case, the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance/sub-lease deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Developer.

11. MAINTENANCE OF THE PROJECT

- (i) 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.

The Allottee hereby agrees and undertakes to execute a maintenance agreement with the Developer/maintenance agency appointed by the Developer for carrying out the maintenance of the Common Areas of the Project and shall make payment of the maintenance deposit and maintenance charges as per the terms and conditions agreed in the said maintenance agreement.

In case, the Allottee/Association of Allottees fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

- (ii) The Allottee shall bear cost of (a) consumption of electricity and water for his/her Plot as well as the proportionate running cost (i.e. electricity, water, manpower & consumables) for providing common services and facilities in the Project with effect from the date of handing over possession of Plot by the Developer, and (b) installation of any additional/multiple electricity meters, water connections or sanction of additional electricity load.
- (iii) The Allottee acknowledges that the Developer has made arrangement for providing single meter connection for electricity dedicated to individual Plot. However, in case the Allottee requires multiple meters upon the Plot (on account of construction of multiple independent floor(s) or otherwise), the Allottee shall be liable to seek connection directly from the utility provider at its own cost. The Allottee shall also pay to the Developer/its maintenance agency additional charges for making arrangements in their system at such as prevailing rate at that point of time.
- (iv) In case the Allottee constructs upon the Plot, a common wall with his/her/their neighbouring allottee(s), the same shall be done at the cost, risk and expense of the concerned allottee(s), to the complete exclusion of the Developer. The concerned allottee(s) shall keep the Developer indemnified and harmless against any loss/harm/damage/injury/action/claim that may occur or initiate due to the allottee(s) constructing such common wall.

12. DEFECT LIABILITY:

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 the Agreement relating to the development of the Plot 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 ninety days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the Developer shall not be liable for any such defect induced by the Allottee(s).

13. RIGHT TO ENTER THE PLOT FOR REPAIRS AND MAINTENANCE WORKS:

The Developer/maintenance agency/Association of Allottees/competent authority shall have rights of access of Common Areas for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of Allottees and/or maintenance agency/competent authority to enter into the Plot after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

14. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- 14.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Plot or the Common Areas and facilities 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 Plot and keep the Plot, 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.
- 14.2 The Allottee/Association of Allottees further undertakes, assures and guarantees that he/she would not put any signboard/nameplate, neon light, publicity material or advertisement material etc. on the face/facade of the Project Land or anywhere on the exterior of the Project, buildings therein or Common Areas. Further the Allottee/Association of Allottees shall not store any hazardous or combustible goods in the Plot or place any heavy material in the Common Areas or passages in the Project. The Developer/Allottees/Association of Allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas which otherwise are available for free access. In no case shall the Allottee construct any ramp beyond the limits of the boundary of the Plot and shall keep the access roads/footpath/road shoulder free from any kind of encroachment (including plantation).
- 14.3 The Allottee/Association of Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees/competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 14.4 The Allottee acknowledges that the access road to the entrance of the Plot is meters wide and not meant for parking of vehicle(s). The Allottee shall not hinder the road(s) within the Project in any way and shall not park their vehicle(s) on the road(s) for smooth flow of traffic. Accordingly, the Allottee shall plan and construct a stilt parking floor within their Plot for parking their vehicle(s) within the boundary of the Plot.
- 14.5 The Allottee agrees to maintain the uniformity of aesthetics of the plots in the Project and undertakes to the construct/design the boundary walls of the Plot as per the designs shared/notified by the Developer/its maintenance agency. Further, the Allottee agrees and undertakes to comply with the specification(s) of the Developer/its maintenance agency in respect of usage of stilt floor/area of the building upon the Plot, uniformity of the elevation of such building and general architectural features of such building.
- 14.6 The Allottee shall carry out construction as per the applicable building byelaws and the Allottee shall be liable to pay the applicable charges as and when applied by the Developer/its maintenance agency and execute separate maintenance agreement(s) with the Developer/its maintenance agency for each independent floor. For the purposes of developing/constructing independent floor(s) if permitted by Authority, if any additional fee/charges/levy is payable to the competent authority (such as EDC/infrastructure augmentation charges/stamp duty etc.), all such fee/charges/levies shall be paid and borne by Allottee. The Allottee agrees to indemnify and hold the Developer/its maintenance agency harmless against any harm/claim/action/loss/cost on account of non-compliance by the Allottee of the provisions of this sub-clause. Further, the Allottee shall follow the directions and guidelines issued by maintenance agency in respect of measure to be taken during course of construction of the Plot to avoid any damage to the services and public nuisance.
- 14.7 The Allottee shall make adequate provisions for rainwater harvesting and for plantation of

green within the Plot, in compliance with applicable law, and the Layout plan.

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

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

16. ADDITIONAL DEVELOPMENTS:

It is further agreed between the Parties that the Developer may add any additional land after taking sanction from competent authority, and if required, amend/revise the Layout plan of the Project – for which Allottee shall have no objection.

Also, the Allottee shall not raise any objection if any additional infrastructure is installed within the Project as per the direction of competent authority or by the reason of change of law. For this purpose, the Developer may recover proportionate cost from the Allotees.

17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement, he/she/it shall not mortgage or create a charge on the Plot 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 Plot.

18. DETAIL OF APPROVALS/COMPLIANCE:

The Developer has assured the Allottees that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/bye laws, instructions/guidelines and decisions of competent authority prevalent in the State. The Developer hereby is showing the detail of various compliance of above as applicable:

Details of approvals/compliances to be provided:

- (A) Layout Plan:
- (B) UPRERA Registration Number:

19. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Developer, does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Developer have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the State.

If the Allottee(s) fails to execute and deliver to the Developer, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said Agreement and register the said Agreement, as per intimation by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty 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. If, however, after giving a fair opportunity to the Allottee to get this Agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the

Developer has an option to forfeit ten percent of booking amount.

20. 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 Plot.

21. RIGHT TO AMEND:

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

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

23. WAIVER NOT A LIMITATION TO ENFORCE:

23.1 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(s) 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(s) 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.

23.2 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.

24. SEVERABILITY:

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.

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

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project, the same shall be the proportion which the area of the Plot bears to the total area of all the Plots in the Project.

26. FURTHER ASSURANCES:

27. PLACE OF EXECUTION:

28. NOTICES:

29. JOINT ALLOTTEES:

30. SAVINGS:

31. 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 thereunder including other applicable laws prevalent in the State for the time being in force.

32. 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 through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at [REDACTED] in the presence of attesting witness, signing as such on the day first above written.

Allottee: (including joint buyers)

(1) Signature [REDACTED]
Name: Mr./Ms./Mrs. [REDACTED] (First Allottee)
Address: [REDACTED]
[REDACTED]

(1) Signature [REDACTED]
Name: Mr./Ms./Mrs. [REDACTED] (Second Allottee)
Address: [REDACTED]
[REDACTED]

Please affix
photographs and
sign across the
photographs

Please affix
photographs and
sign across the
photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:

(1) Signature (Authorized Signatory) [REDACTED]
Name: Mr. [REDACTED]

In the presence of:

WITNESSES:

1. Signature [REDACTED]

2. Signature [REDACTED]

Name: [redacted]
Address [redacted]
[redacted]

Name: [redacted]
Address: [redacted]
[redacted]

SCHEDULE 'A'
DESCRIPTION OF THE PLOT

Project:	
Plot No.	
Plot Area approximately (in square Yard)	

SCHEDULE 'B'
SITE PLAN OF THE PLOT
(to be inserted)

SCHEDULE 'C'
DETAILS OF TOTAL SALE CONSIDERATION AND PAYMENT PLAN

I: TOTAL SALE CONSIDERATION

S. No.	Price Description	Amount in Rs.
A.	Basic Sales Price (BSP) at the rate of Rs. _____ _____ Per Square Meter Rs. _____ _____ Per Square Yard	
B.	Property Registration Facilitation charges	
C.	Other Charges	+ GST
D.	Total (A+B+C)	
E.	Goods & Service Tax* (GST)	
F.	Total Consideration (D + E)	
G.	Interest Free Maintenance Security Deposit (IFMSD)	
H.	Stamp Duty and Registration Fee on the Agreement for Sale*	
I.	Stamp Duty and Registration Fee on the Conveyance/Sub-lease Deed#	As Applicable
	Total Sale Consideration # (F + G + H + I)	

Note: Preferential location Charges + Power Backup Charges, shall be charged, if applicable

* as per the prevailing rates & regulations and are subject to change.

Stamp duty amount & Registration fee on the Conveyance/Sub-lease Deed shall be extra & payable by the Allottee(s) as applicable at the time of Conveyance/Sub-lease Deed.

II: Payment Plan

PAYMENT PLAN (■:■): -

Instalment Milestone	% Due

Terms and Conditions

- All Cheques/drafts to be made in favour of '_____
_____' payable at _____. For RTGS details. Account No - _____

_____, Bank - _____, Branch – _____
_____, IFSC Code - _____.

- EDC & IDC are pro-rated per unit as applicable, any revision would be charged on pro-rata basis from the Allottee.
- The payment would be considered subject to realization of the instrument. In case of dishonour of cheque for any reason, the Promoter may cancel the booking/allotment without any intimation, and Allottee shall be further liable to pay cheque dishonour charges of Rs. 1,000/- (Rupees One Thousand only) along with applicable GST, to the Promoter.
- The Stamp Duty and Registration Fee shall, at the option of the Promoter, either be directly paid by the Allottee to the concerned authorities or be collected and further paid by the Promoter as a pure agent under GST and other applicable Laws.
- GST and Development Charges, Registration Fee and Stamp Duty mentioned in this Agreement are as per the prevailing rates and regulations and are subject to change.
- The date of clearing of the instrument shall be deemed to be the date of payment.
- All payments towards BSP, EDC & IDC, IFMSD, Other Charges, other statutory charges or any incidence of tax (current and/or retrospective), maintenance or any other charges shall be payable by the Allottee as and when demanded by the Promoter or its nominated maintenance agency.
- To avoid penal consequences under the Income Tax Act 1961, where consideration for the Plot exceeds Rs. 50 Lakhs, Allottee is required to comply with provisions of Section 194 IA (effective from 1st June 2013), by deducting TDS, as applicable from each instalment/payment. Allottee will furnish the challan cum certificate of TDS deposit (form 26QB) within 7 days from the date of tax so deposited. Following necessary particulars to be filled up in form 26QB are as under: -
 - a. Name of Transferor: _____
 - b. PAN of Transferor: _____
 - c. Address: _____

No credit will be given for TDS in case wrong particulars are filled in Form 26QB inadvertently or otherwise.

- It shall be the sole responsibility of Allottee who is non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India.
- Payments from any third party (other than the Allottee) shall not be accepted. In case any payment has been credited to Promoter's account, the same shall be returned directly to the said third party and will further give right to the Promoter to terminate this Agreement.
- Interest would be charged on delayed payment from the due date of each instalment as per applicable laws.
- In case the Promoter provides the subvention plan then it is applicable to Allottee(s) who are eligible to obtain a home loan from subvention empanelled HFC.

SCHEDULE 'D'
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT)
(to be inserted)

SCHEDULE 'E'
SPECIFICATIONS, AMENITIES, FACILITIES AND INTERNAL DEVELOPMENT
WORKS (WHICH ARE PART OF THE PROJECT)

- Internal Development Works – shall include roads, footpath, storm water drainage, green areas/land scape, water supply, sewerage and treatment arrangements, street lighting and solid waste management.