



INDIA NON JUDICIAL  
Government of Uttar Pradesh  
e-Stamp

AGT NAME-SANDEEP KUMAR GUPTA  
ACU 0009-Up14078004  
License No-327 GHAZIABAD

Certificate No.	: IN-UP43829774067627V
Certificate Issued Date	: 25-Jun-2023 11:58 AM
Account Reference	: NEWIMPACC (SV)/ up14076004/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUP14076004826467394439V
Purchased by	: Jyoti Super Construction and Housing Pvt Ltd
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: Jyoti Super Construction and Housing Pvt Ltd
Second Party	: Geetika And Yogesh Kumar
Stamp Duty Paid By	: Jyoti Super Construction and Housing Pvt Ltd
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

*Geetika*  
*Geetika*

*Yogesh Kumar*  
*Yogesh Kumar*

For Jyoti Super Construction & Housing Pvt. Ltd.

Authorized Signatory

## AGREEMENT

THIS AGREEMENT for Sale/lease (**Agreement**) executed on this 17th day of June, 2023.

### **By and Between**

M/s JYOTI SUPER CONSTRUCTION & HOUSING PVT. LTD., a company incorporated under the Companies Act, 1956, having its Regd. Office at D-371, T/F, Bhagwati Garden Extension, Uttam nagar, West Delhi-110059, , Corp. Office at 7,8 Jyoti super Street, Raj Nagar extension(PAN AABCJ3395F represented through its authorized representative, Mr. Mohit Gupta duly authorized vide Board Resolution dated 2<sup>nd</sup> march 2021 hereinafter referred to as "**the Promoter**", (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 an Individual, or more than one individual]*

2. Shri/Smt./Ms. Geetika  
S/W/D of. Yogesh Kumar  
Aadhar No. 306402283775  
Resident of. 22, Old Type III, Ordnance Factory,  
Muradnagar Ghaziabad (UP) 201206  
Tel. No. 8461807117 Fax No. ....  
PAN No. CXJPG6782M

For Jyoti Super Construction & Housing Pvt. Ltd.

PROMOTER

Geetika  
Yogesh Kumar  
ALOTTEE(S)

1. Shri/Smt./Ms. Yogesh Kumar  
S/W/D of. Anil Kumar  
Aadhar No. 585801449568  
Resident of. H.No-III/DS/022, JWM (T), 814999, MMI  
Tel. No. 8461807117 Fax No. ....  
PAN No. BDBPK6713K

hereinafter called the "**Allottee/Allottees**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

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

### DEFINITIONS:

For the purpose of this Agreement for Sale/lease, unless the context otherwise requires,-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016(16 of 2016), Indian Contract Act and The Arbitration & Conciliation Act 1996.
- (b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority
- (c) "Government" means the Government of Uttar Pradesh.
- (d) "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016, Indian Contract Act and The Arbitration & Conciliation Act 1996;
- (f) "sections" means a section of the Acts, Indian Contract Act and The Arbitration & Conciliation Act 1996 referred above.

For Jyoti Super Construction & Housing P.L. Ltd.

PROMOTER

Yogesh Kumar  
ALOTTEE(S)



## WHEREAS:

- A. The Promoter is the absolute and lawful owner of khasra no. 1181, 1183, totally admeasuring 6145 square meters situated at Village Noor Nagar, now known as Raj Nagar Extension in Tehsil Ghaziabad & District Ghaziabad ("Said Land") vide sale/lease deed(s) dated 18/11/2011 registered in the office of sub-Registrar Ghaziabad in book No--1, Volume 5284 .
- B. The Said Land is earmarked for the purpose of building Commercial Project named/known as "*The Hub*" for the construction of Commercial project having its office at 7 & 8 , Ground Floors, Jyoti Super Street, Raj Nagar Extension, Ghaziabad, U.P.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project "*The Hub*" is to be constructed have been completed.
- D. The Ghaziabad Development Authority has granted the commencement certificate to develop the Project vide approval dated 9/10/2020 bearing registration No. MAP20190206144122753.
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment, plot or building, as the case may be, from Ghaziabad Development Authority vide Site Plan/Map Sanction Letter no.224 dated 09.10.2020.
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority under registration No. UPRERAPR553225.
- G. The Allottee/Allottees declared that the Allottee/Allottees is/are/was/were competent to enter into this Agreement and had applied for Commercial Unit No. UGF-19 on floor UGF in the Project, "*The Hub*" vide application No H-UGF-19 dated 23/05/2023 and has been allotted Commercial Unit No. UGF-19 having carpet area of square meters 17.16 (184.71 square feet) UGF floor in Project, "*The Hub*" as permissible under the applicable law as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation &

For Jyoti Super Court

PROMOTER

ALOTTEE(S)



Development) Rules, 2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as the "Commercial Unit No. UGF-19" more particularly described in **Schedule A**;

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project, The Hub;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/Allottees hereby agrees/agree to purchase the Commercial Unit No. UGF-19 as specified herein above.

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

## **1. TERMS:**

- 1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase Commercial Unit No. UGF-19 as specified herein above.

For Jyoti Super Construction & Housing Pvt. Ltd

  
**PROMOTER**

  
**ALOTTEE(S)**

1.1.2 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 [Commercial Unit No. UGF-19] based on the carpet area is Rs 4470200/- (Rupees Forty Four Lakh Seventy Thousand Two Hundred only) + GST as applicable ("Total Price"): excluding, other such charges besides for electrical connectivity to the Commercial Unit No. UGF-19 and maintenance charges.

<u>Commercial Unit No. UGF-19.</u> <u>Floor UGF-19</u> <u>Carpet area 184.71 Sq. Ft.</u>  Carpet area 17.16 Sq.Mtr.	Rate of <u>Commercial Unit</u> Rs 260501/- per square meter of carpet area  (Rs. 24201/- per sq.ft. of carpet area)
Area Total price (in rupees)	Rs.4470200/-(Rupees Forty Four Lakh Seventy Thousand Two Hundred only)

**Explanation:**

(i)	The Total Price above includes the booking amount paid by the Allottee/Allottees to the Promoter towards the <u>Commercial Unit No. UGF-19</u> ;
(ii)	<p>The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project, The Hub, payable by the Promoter,( or by whatever name called) up to the date of handing over the possession of the <u>Commercial Unit No. UGF-19</u> to the Allottee/Allottees and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining completion certificate:</p> <p>Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee/Allottees to the Promoter shall be increased/reduced based on such change / modification:</p>

For Jyoti Super Construction & Housing Pvt.Ltd.


PROMOTER

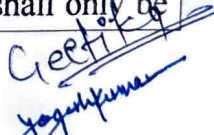
Geetika  
Jyoti Super  
ALOTTEE(S)



	<p>Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee/Allottees, however in case there is delay on the part of Allottee/Allottees, for whatever reasons, such increase shall be payable by the Allottee/ Allottees ;</p>
(iii)	<p>The Promoter shall periodically intimate in writing to the Allottee/Allottees, the amount payable as stated in (i) above and the Allottee/Allottees shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee/Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;</p>
(iv)	<p>The Total Price of <u>Commercial Unit No. UGF-19</u> includes recovery of price of land, construction of not only the <u>Commercial Unit</u> but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring to the <u>Commercial Unit No. UGF-19</u>, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the <u>Commercial Unit No. UGF-19</u> and the Project, The Hub .</p>

1.3	<p>The Total Price is escalation-free, save and except increases which the Allottee/Allottees hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/Allottees for increase in development fee, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/Allottees, which shall only be</p>
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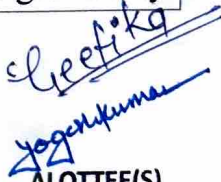
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**PROMOTER**

  
**ALOTTEE(S)**



	<p>applicable on subsequent payments:</p> <p>Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee/Allottees, however in case there is delay caused due to the fault on the part of Allottee/Allottees, for whatever reasons, such increase shall be payable by the Allottee/Allottees.</p>
1.4	The Allottee(s) shall make the payment as per the payment plan set out in Schedule B ("Payment Plan").
1.5	The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/Allottees by discounting such early payments @ as applicable per annum 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 revision/withdrawal, once granted to an Allottee by the Promoter, provided the Allottee/Allottees pays/pay such preponed instalment, as permitted, failing which such rebate shall stand withdrawn.
1.6.	<p>It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule C and Schedule 'D' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/Allottees as per the provisions of the Act, except as permitted under law:</p> <p>Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee/Allottees, or such minor changes or alterations as per the provisions of the Act.</p>
1.7	The Promoter shall confirm to the final carpet area that has been allotted to the Allottee/Allottees after the construction of the Building is complete and the completion certificate/occupancy certificate (as applicable) is granted by

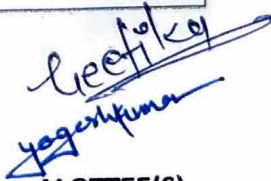
For Jyoti Super Construction & Housing Pvt. Ltd.  
  
**PROMOTER**

  
**ALOTTEE(S)**



	the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction of in excess of three percent in the carpet area then the Promoter shall refund the excess money paid by Allottee/Allottees within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/Allottees. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee/Allottees, the Promoter shall demand that from the Allottee/Allottees as per the next milestone of the Payment Plan as provided in Schedule B, along with annual interest at the rate prescribed in the Rules, from the date when such an excess carpet area accrued. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.2 of this Agreement.
1.8	Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee/Allottees shall have the right to the Commercial Unit No. UGF-19.as mentioned below:
(i)	The Allottee/Allottees shall have exclusive ownership of Commercial Unit No. UGF-19.
(ii)	The Allottee/Allottees shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee/Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottee/Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
(iii)	That the computation of the price of the <u>Commercial Unit No. UGF-19.</u> includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas, maintenance charges ( as per Para 11 etc.) and includes cost for providing all other facilities, amenities and specifications to be

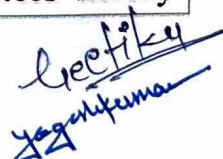
  
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**PROMOTER**

  
**ALOTTEE(S)**



	provided within the [Commercial Unit No. UGF-19.] and the Project, "The Hub"; The cost of electrical connectivity and maintenance charges shall be paid by the allottee/allottees at the time of possession.
iv	The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment/plot, as the case may be.
1.9	It is made clear by the Promoter and the Allottee/Allottees agrees that the Commercial Unit No. UGF-19 shall be treated as a single indivisible unit for all purposes. It is agreed that Project, The Hub, is an independent, self-contained Project covering the said Land and is not a part of any other project zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise for the purpose of integration of infrastructure for the benefit of the Allottee/Allottees. It is clarified that Project's and amenities other than declared as independent areas in deed of declaration shall be available for use and enjoyment of the Allottees of the Commercial Unit No. UGF-19.
1.10	The Promoter agrees to pay all outgoing before transferring the physical possession of the Commercial Unit No. UGF-19. to the Allottee/Allottees, which it has collected from the Allottee/Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee/Allottees or any liability, mortgage loan and interest thereon before transferring the Commercial Unit No. UGF-19 to the Allottee/Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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.
1.11	The Allottee/Allottees has paid a sum of <u>Rs 100000/- (Rupees One Lakh only)</u> as booking amount being part payment towards the Total Price of <u>Commercial Unit No. UGF-19.</u> within at the time of application the receipt of the Promoter hereby acknowledges and the Allottee/Allottees hereby

For Jyoti Sur Construction & Housing Pvt. Ltd.  
  
**PROMOTER**

  
**ALOTTEE(S)**



agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan **[Schedule B]** as may be demanded by the Promoter 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 penalty &/or interest at the rate prescribed in the Rules.

## 2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/Allottees shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule B] through A/c Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favor of JYOTI SUP CONST AND H. P. LTD. THE HUB MC A/C.

## 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee/Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment (s) modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Allottees 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

For Jyoti Super Construction & Housing Pvt. Ltd.

PROMOTER

Authorized Signatory

Yogesh Kumar  
ALOTTEE(S)



	applicable, as amended from time to time.
3.2	The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee/Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee/Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/Allottees only.
4.	<b>ADJUSTMENT/APPROPRIATION OF PAYMENTS:</b>
	The Allottee/Allottees authorizes/authorize the Promoter to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding of the Allottee/Allottees against the [Commercial Unit No. UGF-19.], if any, in his/her name and the Allottee/Allottees undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
5.	<b>TIME IS ESSENCE:</b>
	<p>The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the [Commercial Unit No. UGF-19] to the Allottee/Allottees and the Common Areas to the association of Allottees or the competent authority, as the case may be.</p> <p>Similarly, the Allottee/Allottees shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule B ("Payment Plan").</p>
6.	<b>CONSTRUCTION OF THE PROJECT, "THE HUB":</b>
	The Allottee/Allottees has/have seen the proposed layout plan, specifications, amenities and facilities of the [Commercial Unit No. UGF-19.] and accepted the floor plan, payment plan and the specifications, amenities and facilities



[annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the relevant State laws and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act & as per law, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE SAID COMMERCIAL UNIT NO. UGF-19.**

7.1 Schedule for possession of the said [Commercial Unit No. UGF-19]-The Promoter agrees and understands that timely delivery of possession of the Commercial Unit No. UGF-19 to the Allottee/Allottees and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Commercial Unit No. UGF-19.]

24 months from the date of booking and OC & CC as per revised Rera Date, from the date of booking, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project and other ("Force Majeure). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/Allottees agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/Allottees the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee/Allottees about such termination at least thirty

For Jyoti Super Construction & Housing Pvt. Ltd.  
PROMOTER

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ALOTTEE(S)



days prior to such termination. After refund of the money paid by the Allottee/Allottees, the Allottee/Allottees agrees that he/she shall not have any rights, claims etc. against the Promoter and that the promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the Project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and hand over all the common areas and facilities to the Association of Allottees once all the phases are completed. The Promoter shall not charge more than the normal maintenance charges from the allottees.

Since it is a large project having number of buildings, the construction will be completed in phases. All the major common facilities such as Club House and Swimming Pool will be completed only after completion of construction of all phases.

7.2

**POSSESSION BY THE ALLOTTEE:**

After handing over physical possession of the [Commercial Unit No. UGF-19.] to the Allottee/Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the applicable law.

[Provided that, in the absence of any applicable law, the Promoter shall hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.3

**CANCELLATION BY ALLOTTEE:**

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

Provided that where the Allottee/Allottees proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The Promoter shall return 50%(fifty percent) of the balance amount of money paid by the allottee within 45(forty five) days of such cancellation/withdrawal, 50%(fifty percent) of the balance amount of money paid by the Allottee/Allottees at the end of one year from the date

For Jyoti Super Construction & Housing Pvt. Ltd.

PROMOTER

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ALOTTEE(S)



days prior to such termination. After refund of the money paid by the Allottee/Allottees, the Allottee/Allottees agrees that he/she shall not have any rights, claims etc. against the Promoter and that the promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the Project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and hand over all the common areas and facilities to the Association of Allottees once all the phases are completed. The Promoter shall not charge more than the normal maintenance charges from the allottees.

Since it is a large project having number of buildings, the construction will be completed in phases. All the major common facilities such as Club House and Swimming Pool will be completed only after completion of construction of all phases.

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For Jyoti Shree Construction Housing Pvt. Ltd.

PROMOTER

ALOTTEE(S)

of cancellation/withdrawal by the allottee, whichever is earlier. The Promoter shall inform the previous Allottee/Allottees, the date of re-allotment of the said apartment/plot and also display this information on the official website of UP RERA on the date of re-allotment.

7.4

**COMPENSATION:**


The Promoter shall compensate the Allottee/Allottees in case of any loss caused to him due to defective title of the land on which the project is being developed or has been developed in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or his unable to give possession of the Commercial Unit No. UGF-19, in accordance with the terms of this Agreement(i), duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee/Allottees wishes/wish to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

Provided that where if the Allottee/Allottees does/do not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Commercial Unit No. UGF-19, which shall be paid by the Promoter to the Allottee/Allottees within forty five days of it becoming due.

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

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

  
For Joint Construction & Housing Pvt. Ltd.  
**PROMOTER**

14

  
**ALOTTEE(S)**



- I. The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land and for the Project;
- II. The Promoter has lawful rights and requisite approvals from the competent authority to carry out development of the Project;
- III. There are no encumbrances upon the said Land or the Project.  
There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or Commercial Unit No. UGF-19.;
- IV. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- V. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Allottees created herein, may prejudicially be affected.
- VI. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Commercial Unit No. UGF-19. which will, in any manner, affect the rights of Allottee/Allottees under this Agreement;
- VII. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Commercial Unit No. UGF-19 to the Allottee/Allottees in the manner contemplated in this Agreement;  
At the time to execution of the sale deed/transfer deed/conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Commercial Unit No. UGF-19 to the Allottee/Allottees and the common areas to the Association of the Allottees or the competent authority, as the case may be;  
The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over

the Schedule Property.

VIII. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities till the Occupancy Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas(equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/Allottees and the association of allottees or the competent authority, as the case may be;

IX. No notice from the Governmental or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. **EVENT OF DEFAULTS AND CONSEQUENCES:**

9.1 **Subject to the Force Majeure Clause, & issuance of OC by GDA, the Promoter shall be considered under a condition of Default, in the following events:**

i. Promoter fails to provide ready to move in possession of the [Commercial Unit No. UGF-19.] to the Allottee/Allottees within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Commercial Unit No. UGF-19 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 and completion certificate, as the case may be, has been issued by the competent authority;

ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.



9.2	<p>In case of Default by Promoter under the conditions listed above, a non-defaulting Allottee/Allottees is/are entitled to the following:</p> <p>i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee/Allottees stops/stop making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee/Allottees be required to make the next payment without any interest; or</p> <p>ii. The Allottee/Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee/Allottees under any head whatsoever towards the purchase of the Commercial Unit No. UGF-19 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 otherwise under the Rules, The Promoter shall return 50%(fifty percent) of the balance amount of money paid by the allottee within 45(forty five) days of such cancellation/withdrawal, 50%(fifty percent) of the balance amount of money paid by the Allottee/Allottees at the end of one year from the date of cancellation/withdrawal by the allottee, whichever is earlier. Provided that where an Allottee/Allottees does/do not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Commercial Unit No. UGF-19], which shall be paid by the Promoter to the Allottee/Allottees within forty five days of it becoming due.</p>
9.3	<p>The Allottee/Allottees shall be considered under a condition of Default, on the occurrence of the following events:</p> <p>i. In case the Allottee/Allottees fails to make payments for 2(two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit.</p>



	ii.	In case of Default by Allottee under the condition listed above continues for a period beyond 3(three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the <u>Commercial Unit No. UGF-19</u> in favor of the Allottee/Allottees and refund the money paid to him by the Allottee/Allottees by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated. The Promoter must not be in default to take this benefit. Provided that notice of demand in respect of failure to pay beyond 3 consecutive months, shall be construed as intimation about such termination and no other intimation, prior to such termination, shall be required.
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#### 10. DEFECT LIABILITY:

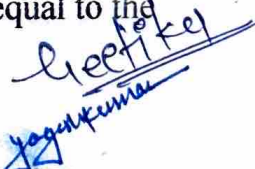
It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(five ) year by the Allottee/Allottees from the date of handing over possession or the date of obligation of the Promoter to give possession to the Allottee/Allottees, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30(thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

#### 11. MAINTAINCE OF THE SAID PROJECT-

The Promoter shall be responsible to provide and maintain essential services in the Project till taking over the maintenance of the Project by the association of Allottees upon the issuance of the Completion Certificate of the Project. The cost of such maintenance for 1(one) year from the date of Completion Certificate has not been included in the Total Price of the Apartment and such maintenance charges shall be paid by the allottee/allottees to the promoter, at the time of possession.

However, if the Association of Allottees is not formed within 1 year of Completion Certificate, the promoter will be entitled to collect from the Allottees amount equal to the

  
For Jyoti Enterprises Construction & Housing Pvt. Ltd.  
**PROMOTER**

  
**ALOTTEE(S)**



amount of maintenance disclosed above +10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount if any available with it against the maintenance charge to Association of Allottees once it is formed.

## 12. RIGHT TO ENTER THE COMMERCIAL UNIT NO. UGF-19 FOR REPAIRS:

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, Garages/Covered Parking and Parking Spaces for providing necessary maintenance services and the Allottee/Allottees agrees to permit the Promoter/Association of Allottees and/or maintenance Agency to enter into Commercial Unit No. UGF-19. 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.

## 13. USAGE:

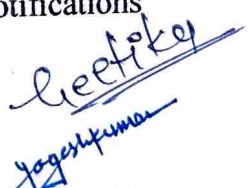
### Use of Basement and Service Areas:

The Basement and service areas, if any, as located within "The Hub", 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, Fire-fighting Pumps and Equipment etc. and other permitted uses as per sanctioned plans. The Allottee/Allottees 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 formed by the Allottees for rendering maintenance services/maintenance Agency.

## 14. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The parties are entering into this Agreement for the allotment of the Commercial Unit No. UGF-19. with the full knowledge of all laws, rules, regulations, notifications applicable to the Project, "The Hub" and construction to raised thereat.

  
For Jyoti Super Dwellers & Housing Pvt. Ltd.  
PROMOTER

  
ALOTTEE(S)

**15. GENERAL COMPLIANCE WITH RESPECT TO Commercial Unit No. UGF-19.**

<b>15.1</b>	Subject to para 10 above, the Allottee/Allottees shall, after taking possession, be solely responsible to maintain the [Commercial Unit No. UGF-19] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Apartment, or the Staircases, Lifts, common passages, Corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
<b>15.2</b>	The Allottee/Allottees further undertakes, assures and guarantees that he/she would not put any signboard/name plate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottee/Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Allottees shall not store any hazardous or combustible goods in the apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/Allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment.
<b>15.3</b>	The Allottee/Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by association of allottees. The Allottee/Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**16. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building, layout plan, sanction plan and

  
PROMOTER

  
ALOTTEE(S)



specifications, amenities and facilities has been approved by the competent authority and disclosed, except for as provided in the Act and/or with the permission from the competent authority, as the case may be.

**17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Commercial Unit No. UGF-19.] 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 [Commercial Unit No. UGF-19.].

**18. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP) ACT, 2010:**

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

**19. BINDING EFFECT:**

Forwarding this Agreement to the Allottee/Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/Allottees 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/Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar at Ghaziabad as required. If the Allottee/allottees fails/fail to perform as needed within 30(thirty) days, then at the option of the Promoter, application of the Allottee/Allottees shall be treated as cancelled and all sums deposited by the Allottee/allottees in connection therewith including the booking amount shall be returned to the Allottee/allottees without any interest or compensation whatsoever, after deducting the expenses suffered by the Promoter.

**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

For Jyoti Suraj Construction Pvt. Ltd.  
**PROMOTER**

Yogendra Kumar  
**ALOTTEE(S)**

whether written or oral, if any, between the parties in regard to the said apartment/plot/building, as the case may be.

## 21. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the project shall equally be applicable to and enforceable against and by any subsequent Allottee/Allottees of the Commercial Unit No. UGF-19 to the promoter, in case of a transfer, as the said obligations go along with the Commercial Unit No. UGF-19 for all intents and purposes.

## 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.

## 24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1	The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Allottees in not making payments as per the Payment Plan [Schedule B] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Allottees that exercise of discretion by the Promoter in the case of one Allottee/Allottees shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee/Allottees.
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**24.2** Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25.** That the Allottee of Commercial unit etc. shall abide by all Laws, Bye-Laws, Rules and Regulations of the Municipality/Local Bodies and shall be responsible/liable for all defaults, violation or breach of any of the conditions, levies or rules and regulations as may be applicable.

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

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

**27. FURTHER ASSURANCES:**

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

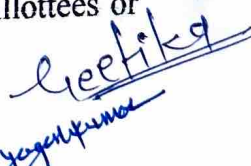
**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's, Corp. Office at 7,8 Jyoti super Street, Raj Nagar extension or at some other place, which may be mutually agreed between the Promoter and the Allottee/Allottees. Hence this Agreement shall be deemed to have been executed at Ghaziabad.

**29. NOTICES:**

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

  
**PROMOTER**  
For Jyoti Super Construction & Housing Pvt. Ltd.

  
**ALOTTEE(S)**

M/s JYOTI SUPER CONSTRUCTION & HOUSING PVT. LTD.,  
At D-371, T/F, Bhagwati Garden Extension, Utaam nagar, West Delhi-110059  
AND  
Site Office: 7 & 8, Ground Floors, Jyoti Super Street,  
Raj Nagar Extension, Ghaziabad, U.P.

**ADDRESS OF THE ALLOTTEE/ALLOTTEES:**

Shri/Smt./Ms. Geetika & Yogesh Kumar  
Resident of. H.No-III/DS/022, JWM (T), 814999, MMI  
Tel. No. 8461807117 Fax No. ....  
Whatsapp No. 8461807117

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

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee/Allottees, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the

For Jyoti Super Construction & Housing Pvt. Ltd.  
PROMOTER

Geetika  
Yogesh Kumar  
ALOTTEE(S)



Allottee/Allottees and Promotor under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

### 32. 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, The Indian Contract Act and The Arbitration & Conciliation Act 1996 and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

### 33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms & conditions of the 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 discussions failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act or the same shall be referred to the Sole Arbitrator to be appointed by the Promoter Company for arbitration of disputes under the Arbitration and Conciliation Act, 1966. The Tribunal of the Arbitration Proceedings shall be at Delhi/New Delhi and both the parties shall remain bound by the award passed by the Sole Arbitrator.

### 34. REGISTRATION CHARGE AND STAMP DUTY:

That Allottee/Allottees shall be under obligation to pay the registration as well as stamp duty at the time of registration of sub-lease deed/sale deed/transfer deed in addition to the total price of the apartment as agreed herein above according to the relevant law for the time being in force.

35. That the Allottee/Allottees shall be responsible to pay taxes or charges in any form imposed subsequently by any Municipal Body or any Government Local Body having force of law even after the allotment is made.

  
For Jyoti S. Chavan & Housing Pvt. Ltd.  
**PROMOTER**

  
**ALOTTEE(S)**

36. That the Allottee shall adhere to the Parking norms as mandated by the Promoter which shall mean to include all restriction in leasing out/renting the parking slot to any other person except the Allottee/Allottees.

37. That it is expressly agreed between the parties that the Allottee/Allottees shall not be entitled to assail this Agreement on the ground of want of mutuality.

38. In case, transfer request is made by the Allottee/Allottees before the Registration of Sub-lease Deed for the Commercial Unit No. UGF-19, the Allottee/Allottees shall be liable to pay Rupees s as applicable per sq.ft to the promoter and shall be born by Allottee.

After the transfer of Commercial Unit No. UGF-19, to the intended Allottee/Allottees, the pervious Allottee/Allottees or his legal heirs shall have no right, interest, title in the aforesaid Commercial Unit No. UGF-19 of any nature whatsoever. No claim of the previous Allottee/Allottees after transfer shall be entertained by the Promoter.

39. That the Allottee/Allottees undertakes/undertake to join in the execution of such documents and applications as may be required to obtain various permissions from the Income Tax and other authorities to facilitate the Registration of the Sale Deed in his/her/their favor, failing which the Allottee/Allottees shall alone be liable for all consequences arising out of failure or neglect made on the part of the Allottee/Allottees to do so.

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

For Jyoti Super Construction & Housing Pvt. Ltd.

PROMOTER

Geetika  
ALOTTEE(S)



**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

1) Signature

Name: Geetika & Yogesh Kumar

Address:- H.No-III/DS/022, JWM (T), 814999, MMI



Geetika

Yogesh Kumar

Promoter:

1. Signature (Authorized Signatory)

For Jyoti Super Construction & Housing Pvt. Ltd.

Name Mr. Mohit Gupta

SHOP NO. 7 & 8, Ground Floors, Jyoti Super Street,

Raj Nagar Extension, Ghaziabad, U.P.

At Ghaziabad on 17 June 2023



For Jyoti Super Construction & Housing Pvt. Ltd.

In the presence of:

WITNESSES:

1. Signature

Name. Ritik Chaudhary

Address. Manglore Bulandshahr U.P (203150)

Ritik

Ritik



2. Signature

Name. Vaibhav Sharma

Address. 510, Tyagi Market, Ghukna, Ghaziabad, (UP)201001



For Jyoti Super Construction & Housing Pvt. Ltd.

'A' -	PLEASE INSERT DESCRIPTION OF THE COMMERCIAL UNIT
SCHEDULE 'B' -	PAYMENT PLAN
SCHEDULE 'C' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE COMMERCIAL UNIT)
SCHEDULE 'D' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
	[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

For Jyoti Super Construction & Housing P.L. Ltd.

PROMOTER


*Geetika*  
*Yash Kumar*  
 ALOTTEE(S)



# SCHEDULE A

## SUMMARY OF DUES

Description	Rate	Total Amount
CARPET AREA	184.71.Sq. Ft	NA
BSP FOR CARPET AREA	24201.per /Sq. Ft	4470200
COVERED AREA	197.Sq. Ft	NA
SUPER AREA	358.Sq. Ft	Na
PLC	per /Sq. Ft	NA
EDC/IDC	per /Sq. Ft	NA
POWER BACKUP	As Applicable	At The Time of Possession
IFMS	As Applicable	At The Time of Possession
ELECTRIC METER	As Applicable	At The Time of Possession
OTHER CHARGES (6% GST)	As Applicable	268212

For Jyoti Super Construction & Housing Pvt. Ltd.  
  
 COMPANY

  
 ALLOTEE(S)

# SCHEDULE B

Payment Plan

Down payment

CLP

Flexi ☒

Special Flexi

## DOWN payment Plans (Additional % Discount)

Booking Amount -25 %

Within 30 Days-75%

ON Possession- Other Charges

### CLP PLAN

10% AT THE TIME OF BOOKING

10% ON EXCAVATION

10% ON RAFTING

10% ON CASTING OF 1ST BASEMENT SLAB

10% ON CASTING OF LGF SLAB

10% ON CASTING OF UGF SLAB

10% ON CASTING OF 1<sup>ST</sup> FLOOR SLAB

10% ON CASTING OF 2<sup>ND</sup> FLOOR SLAB

10% ON SUPER STRUCTURE

10% ON OFFER OF POSSESSION

### FLEXI PLAN-30:70

30% AT THE TIME OF BOOKING

70% ON OFFER OF POSSESSION

### SPECIAL FLEXI PLAN -25:25:25:25

25% AT THE TIME OF BOOKING

25% AT THE TIME OF CASTING OF LGF SLAB

25% AT THE TIME OF SUPER STRUCTURE

25% AT THE TIME OF POSSESSION

#### Term& condition:

- 1.Cheque/Draft to be made favouring "JYOTI SUP CONSTAND H.P THE HUB MC A/C)
- 2.Price List/Payment Plan can revise at the sole discretion of the Company and Without prior notice
- 3.Stamp Duty/Electric Connection/ House tax/ GST or any other service charge will be borne by the buyer.
- 4 In case of delayed payment MCLR+ 1% interest on overdue amount
- 5 Booking is Subject to the detailed terms & conditions given in the company agreement

COMPANY

For Jyoti Super Construction & Housing Pvt. Ltd.

ALLOTEE(S)



## SCHEDULE C

- RED BRICK WALL PARTITION WITH 12 MM PLASTER.
- VITRIFIED FLOORING.
- OBD PAINT ON WALL AND CEILING.
- GLASS PAIN WINDOWS.
- LIGHTING POINTS, ELECTRICAL POINT FOR A/C & SWITCH BOARD.
- STEEL RAIL AT BALCONY.
- SANITARY FITTINGS IN BATHROOM, CERAMIC FLOOR TILES IN BATHROOM.
- WOODEN ENTRY DOOR.

## SCHEDULE D

LOCATION	FLOORING	WALL	CEILING	RAILING
CORRIDOR	HIGH QUALITY GRANITE STONE	12-15MM POP PUMPING OIL BOUND DISTEMPER	OIL BOUND DISTEMPER NO FALSE CELLING	MS RALLING
SHOPS	FLOOR	6-8MM POP PUMPING FINISH	WHITE WASH	NA
SERVICES AREA	IPS	WHITE WASH	OIL BOUND DISTEMPER NO FALSE CELLING	NA
LIFT FACIA	COMBINATION OF GRANITE BAND & OBD	12-15CM PCP PUNNING & OIL BOUND DISTEMPER		NA
TERACE FLOOR	BRICK BAT COBA	WALL CERAMIC TILES UP TO TO 7 FEET + OIL BOUND DISTEMPER	OIL BOUND DISTEMPER	MS RALLING
INTERNAL & EXTERNAL STAIRCASE	CEMENT CONCRETE SEGMENTS	AS PER ELEVATION	GRILL CELLING ONLY FOR UNDER STUNG	NA
COMMON TOILET	ANTI SKID CERAMIC TILES	WHITE WASH	POP PUNNING & OIL BOUND DISTEMPER	NA
EXTERIOR FINISH	N/A	NA	WHITE WASH	NA
BASEMENT	NET CONCRETE FINISH	WHITE WASH	NA	NA
OHT	PVC TANK [SINETEX OR EQUIVALENT]	N/A	N/A	N/A
LMR	IPS	WHITE WASH	WHITE WASH	MS RAILING

### OTHER FEATURES:

**LANDSCAPED COURTYARD:** COMBINATION OF POWER BLOCK, TILES, SANDSTION ETC. AS PER DESING, POTTED PLANTS WILL BE PROPOSED.

**EXTERNAL DEVELOPMENT:** COMBINATION OF GRAASS PAVERS & PAVERS & HEAVY-DUTY PAVERS BLOCKS AT PARKING AREAS & VEHICULARS CIRCULATION. LIGHTING POLES, BOUNDARY WALL INNER LOCKING PAVES/ CEMENT CONCRETE TILES FOR FOOD PATH.

For Syoti Super Construction & Housing Pvt. Ltd.

COMPANY

Authorised Signatory

*Chetika*  
*Jaganthama*  
ALOTEE(S)