

RERA NO:- UPRERAPRJ...../12/2024
<https://up-rera.in/projects>

BUILDER BUYER AGREEMENT (BBA)

This Agreement for Sale (**Builder Buyer Agreement**) is executed on this _____ day of _____ 20____.

By and Between

UNINAV BUILDCON PRIVATE LIMITED (Formerly Known as K W Dream Homes Consortium Private Limited) (**CIN: U70102DL2015PTC284318**) (**PAN: AAFCK9148M**), a company incorporated under the provisions of Companies Act, 2013 having its registered office at **206, Plot No. 9, LSC, Savita Vihar, Near Yojna Vihar, Delhi-110092**, hereinafter referred to as the “**Promoter/Company/Developer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees of the **First Part**). In accordance with power confined under the **FIRST PART**, acting through its represented by its authorized signatory Mr/Ms.....(Aadhar No.....) S/W/D/o..... authorized vide board resolution dated (attached herein).

AND

1) Allottee Mr./Ms......
 Son/Wife/Daughter of
PAN No......
 Aadhar No.
 Address

2) Co-Allottee Mr./Ms......
 Son/Wife/Daughter of
PAN No......
 Aadhar No.
 Address

3) Co-Allottee Mr./Ms......
 Son/Wife/Daughter of
PAN No......
 Aadhar No.
 Address

 Company

 Allottee/Authorised Signatory

 Co-Allottee

 Co-Allottee

OR

4) M/s....., a Partnership Firm duly registered under the provisions of the Indian Partnership Act 1932, having its registered office atacting through its Partner Shri/Smt./Km....., duly authorized vide Power of Attorney/ Resolution dated signed by all the Partners (certified copy to be submitted along with this Application), having **GST No. / PAN No.** Details of Bank Account No. of FirmBank Name & Branch

OR

M/s a Company incorporated under the provisions of the Indian Companies Act, 2013, having its CIN No..... & Registered Office at acting through its Director/Authorized Signatory Shri/Smt./Km., authorized by Board Resolution dated (Certified copy to be submitted along with this Application), having **PAN No..... and GST No.** Details of Bank Account No. of Company Bank Name & Branch

hereinafter singly/jointly, as the case may be, referred to as the “**Second Party and/or Allottee(s)**”), which expression, unless repugnant to the context or meaning thereof, shall mean and include his/her/their respective legal heirs, legal representatives and assignees, of the **OTHER PART**.

The promoter and allottee shall hereinafter collectively be referred to as the parties and individually as Party.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:-

DEFINITIONS: In this Agreement to Sale unless the context otherwise requires is as under:-

- 1) **Act:-** means the Real Estate (Regulation and Development) Act, 2016 and the Rules and/or any other statutory enactment or modification thereof.
- 2) **Allottee(s):-** means the person(s) whose names and particulars have been mentioned in this Agreement and who has duly signed and executed this Agreement as an acknowledgement of having agreed to the terms and conditions of allotment of the said Apartment/Unit as mentioned in this Agreement. The Applicant shall be considered as Allottee(s) only after signing and executing this agreement by both the parties.
- 3) **Apartment:-** Apartment whether called block, chamber, dwelling unit, flat, office, shop, studio, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or go-down or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.

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- 4) **Apartment Owner:-** means the person or persons owning an apartment/unit or the promoter or his nominee in case of unsold apartment/unit in the project and an undivided interest in the common areas and facilities appurtenant to such apartment/unit in the percentage specified in the Deed of the Apartment/unit.
- 5) **Applicant:-** means persons including firm company and 2 or 3 group of individual applying for allotment of the said apartment/unit, whose particulars are set out in the booking application form and who has appended his signature in acknowledgement of having agreed to the terms & conditions of the booking application form.
- 6) **Applicable Law(s):** means all statutes, enactments, acts of legislature or parliament, including the Act, ordinances, laws, rules., bye-laws, building bye-laws, regulations, notifications, guidelines, directives and orders of the state government, statutory, municipal, or regulatory authority (including those issued by the GDA), tribunal, board, court, including approvals, guidelines, requirement or other governmental restriction and whether in effect as of the date of this Agreement or thereafter.
- 7) **Authority:-** means Uttar Pradesh Real Estate Regulatory Authority.
- 8) **Carpet Area:-** Carpet area means the net usable floor area of an apartment/unit, excluding the area covered by the external walls, service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment/unit.
- 9) **Common Area:-** means
- (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - (ii) the stair cases, lifts, lobbies, fire escapes, and common entrances and exits of the buildings;
 - (iii) the common basements, terraces, parks, play ground, internal roads and common storage spaces;
 - (iv) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (v) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
 - (vi) All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas and facilities and shall be reserved for use of certain apartment/unit or apartment/unit to the exclusion of other apartment/units as well as independent areas which may be sold by promoter without the interference of other apartment/unit owner(s).
- 10) **Completion Certificate:-** means the completion certificate, or such other certificate, by whatever name called, issued by the Ghaziabad Development Authority (GDA) certifying that the project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- 11) **Deemed Completion:-** means, as envisaged in The Uttar Pradesh Urban Planning and Development Act, 1973, The Uttar Pradesh Industrial Area Development Act, 1976 and the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010 and the bye-laws of the concerned development authority, that in case the completion certificate/ occupancy certificate is not issued by the prescribed sanctioning authority within 3 (three) months of receipt of the application for obtaining completion certificate/occupancy certificate and/or notice of completion, complete with all the required certificates and other documents required, it shall be

deemed that the completion certificate/occupancy certificate has been granted after the expiry of 3 (three) months.

12) Development Work:- means the external development works and internal development works on the project.

a) **External Development Works:-** includes roads and road systems landscaping, water supply, sewage and drainage systems, electricity supply transformer, sub-station, solid waste management and disposal or any other work which may have to be executed in the periphery of, or outside, a project for its benefit, as may be provided under the local laws to be developed by (Ghaziabad Development Authority) GDA.

b) **Internal Development Works:-** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, energy management, fire protection and fire safety requirements as per present norms, or any other work in a project for its benefit, as per sanctioned plans.

13) Date of Booking:- The date of Booking of apartment/unit shall always be deemed/treated as the date of Booking application form with which token money for booking of the apartment/unit has been tendered. However, Booking will be confirmed only on the receipt of 10% of value of Flat. Company reserves the right to accept or reject the booking.

14) Date of possession:- means as date of handing over possession by the promoter or the date of obligation of the promoter to give possession to allottee, whichever is earlier as mentioned in the agreement to sale **plus extendable by six month grace period** and subsequent execution of Sale Deed.

15) Earnest Money:- means 10% (Ten Percent) of the Total Price/Consideration of the said Apartment/Unit has been referred to as "**Earnest Money**", which is required to be necessarily paid by the Allottee along with the Application as Booking Amount, which is a mandatory condition for consideration of the Application by the Company. GST as applicable shall be paid in addition to the Earnest Money along with the Application.

16) Fit Out Period:- After completing the construction/offer of Possession (The final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, Hardware Accessories, final coat of paint (Items as per specifications of the Apartment/Unit) will be given to the Apartment/Unit during fit-out period. The duration of said fit-out is 3 months from the date of final payment of dues.

17) Force Majeure: - means any event or combination of events or circumstances beyond the control of the Company which cannot by the exercise of reasonable diligence, or despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Agreement for Sale (Builder Buyer Agreement), which shall include but not be limited to:

- a. Acts of God i.e., fire, drought, flood, earthquake, epidemics, natural disasters.
- b. Explosions or accidents, air crashes, shipwrecks and act of terrorism.
- c. Strikes or lock outs, industrial dispute.
- d. Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- e. War and hostilities of war, riots, bandh, or civil commotion.
- f. The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts

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the party/company from complying with any or all the terms and conditions of the Agreement for Sale (Builder Buyer Agreement).

- g. Any legislation, order, rule or regulation made or issued by the Govt. or any other authority, if any competent authority refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building, if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority become subject matter of any suit/writ before a competent court.
- h. Ban on construction due to order of NGT/ High Court/ Supreme Court/ Government which impact delay in possession.

18) Government:- means Government of Uttar Pradesh.

19) IFMS:- IFMS stands for Interest-Free Maintenance Security and is an one-time amount to be paid by allottee to the developer. The purpose of IFMS is to create a fund for the upkeep/updation and maintenance of shared spaces and amenities within the project.

20) Independent Area:- means such areas which have been declared but not included as common areas, for joint use of apartment/unit and may be sold by the Company, with or without constructions, wholly or in part(s), without the interference of other apartment/unit owners and includes convenient Shops and Club. Constructions in Independent Area includes Construction of convenient shops as per approved Plan of the Project. Convenient Shops so constructed will be within Project Plot area but will not be bounded by boundary walls of the project so as to have access to shops by both apartment/unit owners and public at large. For not constructing/erection of Boundary walls in front of Convenient Shops allottees, give their concurrence and have no objection. However, Developer will ensure that adequate steps are taken by them by putting up fencing/barricade to ensure the security of the project.

21) Limited Common Area & Facilities:- means those common areas and facilities within the Project earmarked/reserved spaces including Open/Basement/Stilt car parking spaces, storages, etc. for use of certain apartment(s)/unit(s) to the exclusion of the other apartment/unit owners.

22) Maintenance Agreement:- An agreement to be entered into between the apartment/unit owner and facility providing agency after execution of Sale Deed of apartment/unit and role of promoter finally concluding, for upkeep and maintenance of the project by the Facility Providing Agency.

23) Project:- means the entire group housing complex including multi-storied buildings being developed / to be developed on the said Land by the company **M/s Uninav Buildcon Private Limited** in the name of “**Uninav Residena**” as per the Plan approved by the Ghaziabad Development Authority, Ghaziabad (GDA) comprising of residential Apartment/Unit, Shops, Club/Community Hall etc. The Allottees/s in the said project /building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. The promoter is authorised to erect or affix project name board at suitable places, buildings and at the entrances of the project.

24) Rules:- means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.

25) Regulations:- means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.

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26) Taxes:- means any and all Taxes or charges payable by the Company and/or its Contractors, Suppliers, Consultants etc. be it House Tax / Property Tax, Water Tax, Sewer Tax, Wealth Tax, GST, Cesses, Labour Cess, Levies, Sales Tax, Trade Tax, Metro Cess, Value Added Tax, Works Contract Tax, Workers Welfare Cess and Taxes and charges of all and any kind called by whatever name, whether levied or leviable now or in future or any increase thereof, by any Governmental Authority, Local Authority, State Government, Central Government or Court, as the case may be in connection with the construction and development of the said Apartment/Unit/Building/Project.

27) Total Area:- means the Carpet Area and the proportionate Common Area.

(Note: For the purpose of clarity Common area maintenance charges and other facility charges are taken and calculated on the Total Area which includes Carpet Area and proportionate share in the common areas)

The word and expressions used herein but not defined in this agreement and defined in the act or in the apartment ownership act or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS:-

A. The Promoter is the absolute and lawful owner of land admeasuring **27,575.34 Sq.Mtrs or (32,980.63 Sq.Yards)** of **Khasra Nos. 254, 259, 260, 261, 262, 263, 264, 265, 266, 306, 307, 354, 355, 356, 357, 358, 373, 374 & 377**, situated/located at **Village-Noor Nagar, Raj Nagar Extension, Tehsil & District Ghaziabad (U.P.)** purchased by virtue of various registered sale deeds, details as below;

1. Dt. 27.02.2019 in Book No. 1 in Vol. No. 15085 on Pages No. 273 to 298 at Serial No. 3074 in the office of Sub-Registrar-II, Ghaziabad
2. Dt. 27.02.2019 in Book No. 1 in Vol. No. 15088 on Pages No. 125 to 150 at Serial No. 3094 in the office of Sub-Registrar-II, Ghaziabad
3. Dt. 08.03.2019 in Book No. 1 in Vol. No. 15131 on Pages No. 201 to 240 at Serial No. 3504 in the office of Sub-Registrar-II, Ghaziabad
4. Dt. 27.02.2019 in Book No. 1 in Vol. No. 15085 on Pages No. 299 to 324 at Serial No. 3075 in the office of Sub-Registrar-II, Ghaziabad
5. Dt. 27.02.2019 in Book No. 1 in Vol. No. 15085 on Pages No. 325 to 350 at Serial No. 3076 in the office of Sub-Registrar-II, Ghaziabad
6. Dt. 08.03.2019 in Book No. 1 in Vol. No. 15131 on Pages No. 161 to 200 at Serial No. 3503 in the office of Sub-Registrar-II, Ghaziabad
7. Dt. 11.03.2019 in Book No. 1 in Vol. No. 15136 on Pages No. 215 to 254 at Serial No. 3550 in the office of Sub-Registrar-II, Ghaziabad
8. Dt. 28.02.2019 in Book No. 1 in Vol. No. 15088 on Pages No. 227 to 252 at Serial No. 3097 in the office of Sub-Registrar-II, Ghaziabad
9. Dt. 27.02.2019 in Book No. 1 in Vol. No. 15088 on Pages No. 99 to 124 at Serial No. 3093 in the office of Sub-Registrar-II, Ghaziabad
10. Dt. 12.03.2019 in Book No. 1 in Vol. No. 15150 on Pages No. 183 to 216 at Serial No. 3681 in the office of Sub-Registrar-II, Ghaziabad
11. Dt. 18.03.2019 in Book No. 1 in Vol. No. 15181 on Pages No. 1 to 32 at Serial No. 3936 in the office of Sub-Registrar-II, Ghaziabad
12. Dt. 08.03.2019 in Book No. 1 in Vol. No. 15131 on Pages No. 241 to 280 at Serial No. 3505 in the office of Sub-Registrar-II, Ghaziabad
13. Dt. 03.03.2020 in Book No. 1 in Vol. No. 16709 on Pages No. 113 to 138 at Serial No. 2577 in the office of Sub-Registrar-II, Ghaziabad
14. Dt. 23.12.2022 in Book No. 1 in Vol. No. 19595 on Pages No. 1 to 28 at Serial No. 14206 in the office of Sub-Registrar-I, Ghaziabad

15. Dt. 03.04.2023 in Book No. 1 in Vol. No. 17606 on Pages No. 289 to 318 at Serial No. 3302 in the office of Sub-Registrar-III, Ghaziabad
 16. Dt. 10.04.2023 in Book No. 1 in Vol. No. 20353 on Pages No. 245 to 274 at Serial No. 3512 in the office of Sub-Registrar-II, Ghaziabad
 17. Dt. 14.06.2023 in Book No. 1 in Vol. No. 17806 on Pages No. 51 to 90 at Serial No. 6118 in the office of Sub-Registrar-III, Ghaziabad
 18. Dt. 10.10.2023 in Book No. 1 in Vol. No. 18113 on Pages No. 153 to 194 at Serial No. 10584 in the office of Sub-Registrar-III, Ghaziabad
 19. Dt. 26.07.2023 in Book No. 1 in Vol. No. 20648 on Pages No. 185 to 208 at Serial No. 7733 in the office of Sub-Registrar-II, Ghaziabad
 20. Dt. 05.01.2024 in Book No. 1 in Vol. No. 18360 on Pages No. 301 to 342 at Serial No. 195 in the office of Sub-Registrar-III, Ghaziabad
 21. Dt. 18.10.2023 in Book No. 1 in Vol. No. 20379 on Pages No. 75 to 116 at Serial No. 10691 in the office of Sub-Registrar-I, Ghaziabad
 22. Dt. 18.10.2023 in Book No. 1 in Vol. No. 20884 on Pages No. 129 to 176 at Serial No. 11103 in the office of Sub-Registrar-II, Ghaziabad
 23. Dt. 18.10.2023 in Book No. 1 in Vol. No. 20378 on Pages No. 297 to 344 at Serial No. 10685 in the office of Sub-Registrar-I, Ghaziabad
 24. Dt. 18.10.2023 in Book No. 1 in Vol. No. 18141 on Pages No. 77 to 124 at Serial No. 10996 in the office of Sub-Registrar-III, Ghaziabad
 25. Dt. 27.10.2023 in Book No. 1 in Vol. No. 18165 on Pages No. 201 to 224 at Serial No. 11360 in the office of Sub-Registrar-III, Ghaziabad
 26. Dt. 10.11.2023 in Book No. 1 in Vol. No. 20965 on Pages No. 147 to 174 at Serial No. 12253 in the office of Sub-Registrar-II, Ghaziabad
 27. Dt. 21.11.2023 in Book No. 1 in Vol. No. 20477 on Pages No. 1 to 26 at Serial No. 12059 in the office of Sub-Registrar-I, Ghaziabad
 28. Dt. 12.12.2023 in Book No. 1 in Vol. No. 18290 on Pages No. 27 to 54 at Serial No. 13200 in the office of Sub-Registrar-III, Ghaziabad
 29. Dt. 03.11.2023 in Book No. 1 in Vol. No. 18195 on Pages No. 83 to 114 at Serial No. 11800 in the office of Sub-Registrar-III, Ghaziabad
 30. Dt. 01.12.2023 in Book No. 1 in Vol. No. 20503 on Pages No. 281 to 310 at Serial No. 12438 in the office of Sub-Registrar-I, Ghaziabad
- hereinafter referred to as the '**Said Land**'.

- B. The Said Land is earmarked for the purpose of developing/building a group housing project/complex comprising multi-storied apartment buildings and the said project shall be known as "**Uninav Residena**".
- C. The Promoter is fully competent to enter into this Agreement and has completed all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the Project Land on which the Project is to be constructed.
- D. The Ghaziabad Development Authority, Ghaziabad (GDA) has sanctioned/approved the plan to develop the project vide File No. **GDA/BP/23-24/1317/Dt. 19.10.2024 & Permit No. Group Housing/07743/GDA/BP/23-24/1317/18092024**.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment/unit from Ghaziabad Development Authority (GDA). The Allottee(s) agrees that the Promoter may make any changes to the approved layout plan, sanctioned plan of the Project, specifications of the Unit and nature of fixtures, fittings and amenities with required prior consent of Allottee(s). The Promoter is entitled to make such minor additions or alterations as may be required by the Allottee(s) or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended

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and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee(s).

- F. the Company is inter-alia entitled to develop the Said Project, advertise and market the same, book and allot the Apartment/Unit constructed/to be constructed in the Said Project and to receive money(ies), give receipts, cause conveyance/sale deed executed through itself and also cause other required documents etc. executed in this regard.

G. The Promoter has registered the Project with the Uttar Pradesh Real Estate Regulatory Authority (UPRERA) at Lucknow under registration no. UPRERAPRJ.....dated under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") and/or Rules and Regulations made/to be made thereunder ('Rules') and are subject to provisions of the Act and/or Rules & for detailed information & any references the website link is www.up-rera.in.

- H. The Allottee(s) had applied for an apartment/unit in the Project "Uninav Residena" vide application dated _____. Based on the information provided by the Allottee(s) in the application form and upon the Allottee(s) agreeing to abide by the standard terms and conditions of this Agreement, the Promotor agrees to allot the apartment/unit no. _____ encompassing a Carpet Area of square meters (..... square feet) on the _____ floor of the Tower.....of the Project along-with car parking no. _____ (Usage Right Only) within the _____, as permissible under the applicable law(s) and pro-rata share in the common area of the said project ("Common Areas") as defined under clause (n) of Section 2 of the Act. The floor plan for the apartment/Unit, Specifications of the apartment/unit and the Parking Layout Plan, are annexed with this Agreement.

Note:

We have adopted and implements a practice from marketing point of view wherein the company has marked/numbered each floor the Tower A, B, C, D, E, F & G as Stilt, UG, 1st to 11th, 12th & 14th Floor and the Tower H as Ground, 1st to 11th, 12th & 14th Floor.

- I. The Allottee(s) also understands that the membership fee and the terms & conditions for use of any amenities within the Project shall be such as may be prescribed/decided by the Promotor and/or its nominated agency from time to time. The Allottee(s) shall also strictly follow all the rules and it is clearly specified herein that amenities within the Project means amenities developed by the Promotor particularly for the Project. The Allottee(s) also understands that by buying the apartment/unit with the Promotor, Allottee(s) shall not get any right automatically to the amenities/facilities in the Project.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Allottee has fully satisfied himself about the title, interest and rights of the Company in the Said Land and the Said Project as well as the arrangements and understandings inter-se between the Company, and has also understood all the limitations of the Company in respect thereof. The Allottee has also confirmed that there shall be no more investigation or objection by the Allottee in this respect.
- K. 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.
- L. 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

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applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promotor hereby agrees to sell and the Allottee hereby agrees to purchase the said apartment/unit and the open/covered parking (if applicable) as specified herein.

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 following terms and conditions along with other stipulations and representations detailed in the agreement, the company/developer agrees to sell to the allottee(s) and the allottee(s) hereby agrees to purchase, the said apartment/unit as specified in para H.

- a) Both the parties confirm that they have read and understood the provisions of Section-14 pf the Act.
- b) In the event of any delay be the Government authorities in providing amenities such as road, electricity, sewer and water supply, such delay shall not be attributed to the company/developer.
- c) Further any delay on account of the Authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of the Company/Developer.
- d) All the common area facilities such as community building and swimming pool etc. will be completed only after completion of all the towers as specified herein. As such the Allottee(s) must take the possession of said Apartment/Unit as soon as it is made available for possession on the basis of completion/deemed completion certificate.
- e) The Allottee(s) acknowledges and accepts that several services of the residential units, communities and the convenient shopping area, in the Project, are integrated. Such services include electric, plumbing, water, fire services, power back-up, sewer and other related facilities. The Allottee(s) hereby confirms and accepts that the Allottee(s) shall not raise any objection on the usage of these facilities by the developers or owner(s)/allottees of the convenient shopping area of the Project.
- f) The financial arrangement for the acquisition of the Said Apartment/Unit is the sole responsibility of the Allottee(s). If there is a delay in disbursement by the Bank/NBFC/Housing Finance Company/any other Financial Institution, the Allottee(s) shall be responsible for bearing all the due interest on the delayed payment.
- g) The Allottee(s) undertakes and confirms that no action, suit, proceedings or investigation is pending or, in the knowledge of the Allottee(s), is threatened against the Allottee(s) before any court of law or government authority or any other competent authority which might have a material effect on the financial and other affairs of the Allottee(s) and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/purchase money had been paid to the Company/Developer. The Company/Developer reserves the right to cancel this allotment/ Agreement to Sell in case of failure of the Allottee(s) to disclose the pendency of any criminal investigation against the Allottee(s) before any court of law or government authority or any other competent authority in

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which the Allottee(s) was already facing charge sheet and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/purchase money had been paid to the Company/Developer.

- h) The Allottee confirms that since the share/interest of Allottee in the Common Areas and facilities is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas and facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- i) As per the decision of Uttar Pradesh Electricity Board, promoter is not allowed to have single point connection from Paschimanchal Vidyut Vitran Nigam Ltd. Individual electricity connection shall be provided by PVVNL only to individual subject to the fulfilment of their condition by intending allottee. Promoter is no more responsible for providing electricity connection in the said apartment/unit. This will be directly supply be PVVNL through smart pre-paid meters or as per government policy whatsoever. The promoter will only avail electricity connection for common area and common utilities.
- j) The power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the allottee(s) in respect of the said apartment/unit on actuals through the pre-paid metering system and its rate shall be decided at the time of possession. Allottee(s) will maintain the sufficient balance in the prepaid meter to avoid the disconnection. The D.G. back-up facility shall be subject to the policies of the Government and any modifications or alterations to the same in compliance with the changes in these policies shall incur additional charges for the allottees.

1.2 CONSIDERATION / PRICE OF THE SAID APARTMENT/UNIT:-

The Total Price for the Apartment/Unit No..... at the Floor..... of the Tower.....encompassing a Carpet Area ofSq.mtr Sq.ft, Total AreaSq.mtr, Sq.ft and along-with one.....Car parking (Usage Right Only) is Rs.....(Rupees.....) Exclusive of applicable GST.

Note:- The Total Price of the Apartment/Unit includes one Car Parking with Usage Right, Club Membership Fee, EDC, EEC & Power Backup Installation Charges. These details are mentioned in the attached Schedule.

The above mentioned Total Price is exclusive of Possession Charges of the Apartment/Unit Details as below:-

| S No. | Details | Amount Rs.* |
|-------|---|-------------|
| 1 | IFMS | |
| 2 | Advance Maintenance Charges for 24 Months | |

*GST Extra as per Government Norms

** IFMS (Interest Free Maintenance Security) and Advance Maintenance Charges are exclusive of Total Price of the said Apartment/Unit and the same is payable by the applicant at the time of possession.*

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Note:

- i. Rates of GST applicable will be rates applicable on the date when demand is raised.
- ii. Stamp Duty and related charges for Registration of Sale Deed are payable extra by the applicant at the time of possession.
- iii. IGL Connection Charges is payable extra by the applicant at the time of possession.
- iv. Metro Cess, if imposed before or during the course of construction or up till handing over of the physical possession or at any time thereafter, then the same shall be payable by the Allottee directly or through the Company, as the case may be, to the concerned Governmental/Local Authority as per the norms and rules of the concerned Authority.
- v. The power backup of minimum 3KVA are mandatory for the said apartment/unit. Any request of the Allottee for availing Extra Power Back-up upto 5 KVA Load for the said Apartment/Unit shall be considered by the Company at its sole discretion upon payment of extra charges for increase in KVA load and on first come first serve basis subject to the availability of the balance Power Back-up Load out of the total Power Back-up Load as arranged by the Company.

1.3 EXPLANATION:-

- a) The total price above includes the booking amount paid by the allottee to the promoter towards the allotment of the said apartment/unit.
- b) The Total Price above includes Taxes (consisting of tax paid or payable by the Company/Developer by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Company/Developer, by whatever name called) up to the date of handing over the possession of the Apartment/Unit to the Allottee and the Project to the AOA or the competent authority, as the case may be, after obtaining the completion/deemed completion certificate (as applicable): (GST subject to variation as per government norms).

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the Company/Developer shall be increased/reduced based on such change / modification.

- c) The Allottee hereby further agrees to pay immediately upon demand by the Promoter, (i) any increase on account of development charges payable to the competent authority, (ii) additional fire safety measures are undertaken by the Promoter due to any subsequent legislation / Government order, directives, guidelines or change / amendments in Fire Codes including the National Building Code, (iii) any increase in charges/ taxes (including but not limited to GST, cess and any other similar taxes, duties, levies, cesses etc., and/or (iv) any other additional taxes, duties, premium, surcharges, charge, levies, dues, fees etc., by whatever name called, which may be levied, recovered or imposed by the competent authority from time to time up to the date of handing over the possession of the said Apartment/unit and/or after the handover with retrospective effect. The Allottee hereby, always indemnifies the Promoter from all such levies, cost and consequences. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, taxes, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- d) The Allottee(s) is fully satisfied with the cost of the said Apartment/Unit and has agreed to pay all the payments /amounts as per the agreed / applicable payment plan. The Allottee(s) hereby also agrees and undertakes to pay all the amounts due along with applicable Taxes

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and payable to the Company/Developer in accordance with the Payment Plan opted on or before the respective due dates. It is being clarified that the Company/Developer will send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised by the Company/Developer, it is clearly clarified that these above-mentioned reminders can be by way of any digital communication like E-Mails or WhatsApp messages or through post as well. As the timely payment is the essence of this Agreement, so any kind of delay in payment either on account of self- funding or due to delay in arrangement of loans from Bank/NBFC/Housing Finance Company/any other Financial Institution shall be the sole responsibility of the Allottee(s). Further the Allottee(s) shall be responsible to bear and pay the delayed payment interest on the respective instalment to the Company/Developer. The Allottee(s) shall make the payment as per the payment plan attached ("Payment Plan").

e) The Total Price of the Said Apartment/Unit includes recovery of price of land, construction of not only the said Apartment/Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric infrastructure in Project, lift, water line and plumbing, finishing as per specifications, fire detection and fire-fighting equipment in the Common Areas, etc. all as per the specification attached and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment/Unit and the Project. **Further, it does not include the maintenance charges, IFMS and any other charges.**

f) The Purchaser/s herein is well aware that, the central Government of India has inserted Section 194-1A. in Income Tax Act 1961 imposed responsibility on Allottee/s if total price consideration payable by the Allottee/s to the Promoter is more than rupees fifty lakhs then at the time of credit of such sum to the account of the Promoter or at the time of payment of such sum, whichever is earlier will deduct TDS an amount equal to 1% of such sum and accordingly if the Allottee/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No. 26QB u/s 194-1A of Income Tax Act 1961 read with Income tax Rule 30(a) (2A) & 31A or 16B in the name of Promoter herein with PAN, then only the Promoter will acknowledge receipt of part consideration of said tenement for the amount equal to deducted and paid under such Challan-cum-statement.

g) Provided that, at the time of handing over the possession of the said apartment/unit if any such Challan-cum-statement in Form 26QB is not produced by the Allottee/s, then Allottee/s herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee/s under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee/s on submitting Challan-cum-statement in Form No. 26QB within 15 days from receipt of such challan cum statement.

1.4 In-case the Allottee(s) wants to avail of a loan facility from his employer or financial institution(s) to pay the consideration of the Said Apartment/unit allotted herein, the Promoter shall facilitate the process subject to:

(a) the terms of the financial institution(s) shall exclusively be binding and applicable upon the Allottee(s) only,

(b) the responsibility of getting the loan sanctioned and disbursed as per the payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Promoter, as per Payment Plan, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by time provision contained in clause No. 6 below.

(c) In case of default in repayment of dues of the financial institution(s) by the Allottee(s), the Allottee authorizes the Promoter to cancel the allotment of the Said Apartment/unit and refund the amount received till that date after deduction of earnest money (as specified in Para 10 below),

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directly to financial institution(s) on receipt of such request from financial institution(s) without any reference to the Allottee(s).

(d) Any unpaid amount, payable by the Allottee(s) on account of sale price, interest accrued and the other charges, shall always be treated as first charge of the Promoter on the Said Apartment/unit notwithstanding the claim of the financial institution(s).

(e) Any such loan shall always be deemed to be subject to the terms and conditions of this Agreement, which shall prevail upon the conditions of the financial institution(s) for sanction of the same.

- 1.5** The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by any authority/Government from time to time on a pro-rata basis. Additionally, any demand and/or imposition, retrospectively or prospectively, metro cess, water charges/tax, Municipal tax, property/house tax, sewer tax, additional levies, rates, taxes, charges, cess, fees, and/or interest thereon arising out of any order/notification/circular/advisory or direction issued by the Central Government, State Government, GDA, or any other Statutory or other local authority(ies), department, or by the Court or judicial authority shall also be payable by the Allottee(s) proportionately as per such order/notification/circular/advisory or direction. So long as the Said Apartment/unit is not separately assessed, from the date of possession, the Allottee(s) shall pay proportionate share of such taxes, liabilities, if any, in proportion to the total area of the Said Apartment/unit to the maintenance agency or to the Promoter, who, on collection of the same from the Allottee(s), shall deposit the same with the concerned authorities. The Allottee(s) is required to make these payments without objection or delay. In case any such demand of Municipal tax, property/house, water charges/tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are already paid by the Company, the proportionate amount thereof will be payable and be paid by the Allottee(s) and any default by the Allottee(s) in making such payment in time would constitute a lien upon the said Apartment/Unit. The Company/Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost imposed by the competent authorities, the Company/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall be payable along with subsequent demands and Allottee(s) shall make payment of the same without any demur and shall not raise any objection for the same

Provided that if there is any new imposition or any increase of any development fee after the expiry of the schedule 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(s).

- 1.6** The Allottee/s herein is well aware that, construction/development of the said project in which the said Apartment/unit is situated is under progress on the said land and considering the present status of the same, the Allottee/s has agreed to pay the aforesaid total price/consideration to the Promoter.
- 1.7** Further any alteration/modification as the company may deem fit or as directed by any competent authority(ies) resulting $\pm 3\%$ change in the total area of the apartment/unit there will be no extra charge/claim by the company and also the allottee(s) shall not be entitled for any refund. However, any major alternation/modification resulting in more that $\pm 3\%$ in total area of the apartment/unit, any time prior to and upon the possession of the apartment/unit the company will intimate to the allottee(s) in the writing the changes thereof and the change in the enhanced price of apartment/unit. The Allottee(s) have to pay that amount to the company. No other claim of the allottee(s) shall be considered in this regard. It shall always be clear that any alteration/ modification resulting in more than $\pm 3\%$ change than the demand or refund shall be applicable on the rates at the time of booking for the total area.

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1.8 The promoter shall not be responsible towards any third party making payment/remittance on behalf of allottee and such third party shall not have any right in the application/allotment of the apart in any way and promoter shall issue the payment receipt in favour of allottee only.

1.9 That the dimensions shown in the brochure, map or any other document for inner areas of apartment/unit have been shown on brick wall to brick wall basis.

1.10 Subject to Clause 9 (C) the Company/Developer agrees and acknowledges that the Allottee(s) shall have the right to the Said Apartment/Unit as mentioned below:

- a) The Allottee(s) shall have exclusive ownership of the Said Apartment/Unit.
- b) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the AOA as may be formed by the promoter as provided in the Act;
- c) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Said Apartment/Unit.

1.11 PARKING:- It is made clear by the Promoter and the Allottee agrees that the Apartment/unit along with one earmarked Car Parking (Usage Right Only) Space shall be treated as a single indivisible unit for all purposes. The Open/Stilt/Covered Car Parking (Usage Right Only) space shall form an integral part of the Said Apartment/unit and Usage Right Only of the same will be given to the Allottee for his exclusive use. The Open/Stilt/Covered Car Parking (Usage Right Only) space shall always remain attached to and be an integral part of the Said Apartment/unit and the same shall not have any independent legal character detached from the Said Apartment/unit. The Allottee shall not sell/transfer/deal with the Open/Stilt/Covered Car Parking (Usage Right Only) space as independent of the Said Apartment/unit and whenever the Said Apartment/unit is transferred in any manner, the same shall be inclusive of the transfer of the right to use the said parking space simultaneously and further undertakes not to modify, make any changes or cover the car parking space in any manner whatsoever at any point of time. The Open/Stilt/Covered parking (Usage Right Only) space shall mean the parking space to be provided in the Said Building/Said Project as the case may be. The Allottee shall park his vehicle in the said Car Parking space only and not anywhere else in the Said Building/Tower/Project. The Company will allot the reserved/demarcated Open/Stilt/Covered Car Parking (Usage Right Only) space to the Allottee after handing over of the Said Apartment/Unit and the decision of the Company in allotment of the specified Open/Stilt/Covered Car Parking (Usage Right Only) space to the Allottee shall be final and shall be accepted by the Allottee and the Allottee shall have no right to raise any objection in that regard. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.12 The Company/Developer agrees to pay all outgoings before transferring the physical possession of the said Apartment/Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, municipal or other local taxes, maintenance charges, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, Bank/NBFC/Housing Finance Company/any other Financial Institution, which are related to the Project). If the Company/Developer fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the said Apartment/Unit to the Allottee(s), the Company/Developer agrees to be liable, even after the transfer of the said Apartment/Unit, to pay such outgoings and penal

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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.

1.13 The Allottee(s) has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Price of the Said Apartment/Unit fixed at the time of application form, the receipt of which, the Company/Developer hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the said Apartment/Unit as prescribed in the Payment Plan as may be demanded by the Company/Developer at the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount which is payable, it shall be liable to pay interest at the rate prescribed in the Rules.

Note: - If the Allottee(s) makes the payment directly to Company/Developer's account then such payment shall be considered to be received only after the Company/Developer issues a receipt for such payment.

2. MODE OF PAYMENT:-

Subject to the terms of the Agreement and the promoter abiding by the constructions milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **“Uninav Buildcon Private Limited Collection Account for Uninav Residena”** payable at Ghaziabad. *Cheques dishonor Charges, if any, will be borne by the allottee @ Rs. 500/-.*

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

- a) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in foreign Exchange Management Act, Reserve Bank of India, other statutory Act and Rules and Regulations made there under or any statutory amendment(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, or other laws as applicable, as amended from time to time.
- b) The Allottee(s) declares, agrees and confirms that the monies paid/payable by him under this Agreement is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively Money Laundering Regulations. The Allottee(s) further declares and authorizes the Company/Developer to give its personal information to any statutory authority as may be required from time to time. The Allottee(s) further affirm that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within the knowledge of the Allottee(s). The Allottee(s) further agrees and confirms that in case the Company/Developer becomes aware and/or in case the Company/Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Company/Developer shall, at its sole discretion, be entitled to cancel/terminate/reject this Agreement, pursuant to which, the Allottee(s) shall not have any right, title or interest in any

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project and/or the Said Apartment/Unit neither have any claim/demand against the Company/Developer, which the Allottee(s) hereby unequivocally agrees and confirms.

- c) The Promoter accepts no responsibility in the aforesaid matter. The Allottee shall keep the Promoter Fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment/unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT /APPROPRIATION OF PAYMENTS:-

The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deemed fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:-

The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/unit to the Allottee and the common areas to the association of apartment owners after receiving the completion certificate. Similarly, the Allottee 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 per Payment Plan.

6. CONSTRUCTION OF THE PROJECT/ SAID APARTMENT/UNIT:-

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment/Unit in the Project and accepted the floor plan, payment plan and the specifications, amenities and facilities, as represented by the Company/Developer. The Company/Developer shall develop the Project in accordance with the plans sanctioned by the Ghaziabad Development Authority (GDA). The Company/Developer undertakes to strictly abide by such plans approved by the concerned authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the GDA for the state of Uttar Pradesh.

The Promoter shall have the right and authority to raise finance, loan from any financial institution/Bank by way of mortgage/charge/hypothecation/securitization of receivables or in any other mode or manner by charge/mortgage of the said Project subject to the condition that the said Apartment/unit shall be free from all encumbrances at the time of execution of sale deed.

7. POSSESSION OF THE APARTMENT/UNIT:-

- a) *SCHEDULE FOR POSSESSION OF THE SAID APARTMENT/UNIT:-* The Promoter agrees and understands that timely delivery of possession of the Apartment/unit is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said apartment/unit, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to give possession of the said Apartment/unit on or before **October 2029**. The fit out period shall not be considered in period of delay in possession and allottee(s) will not be entitle for delay possession penalty for this period. The time frame for Possession provide is tentative and extendable further by 6 months as Grace Period to which allottee(s) hereby gives consent. Provided that the Promoter shall be entitled to further reasonable extension of time for giving

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delivery of Apartment/unit on the aforesaid date, if the completion of building in which the Apartment/unit is to be situated is delayed on account of –

- i) Non-availability of steel, other building material, water or electric supply;
- ii) War, flood, drought, fire, Cyclone, Pandemic, Any Lockdown by Government, Earthquake or any other calamities caused by nature affecting the regular development of the Real Estate Project
- iii) Any notice, order, rule, notification of the Government and/or other public or competent authority prohibiting the promoter from undertaking project / receipt of approval.
- iv) The Promoter herein is also entitled for extension of time for handing over possession of the said apartment/unit as may be permitted by the Regulatory authority under provisions of section 6 of the Real Estate (Regulation and Development) Act, 2016

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become 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 the entire amount received by the Promoter from the allotment within 120 days from that date. The promoter 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 promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Note: - In case there is any denial or delay in payment by the Allottee(s) the Company/Developer shall be entitled to cancel this Agreement as per the terms and conditions specified in this Agreement.

- b) The time frame for handing over possession provided herein above is tentative and extendable further 6 months subject to payment of all installments and completion of formalities required. However, in case of delay beyond a period of 6 months and such delay is attributable to the Developer, for reasons other than Force Majeure as defined above, the Developer may be liable to pay compensation @ State Bank of India MCLR + 1% plus on the Amount received from the Allottee(s) of the Said Apartment/unit for the period of further delay after adjustment of interest (if any due in respect of 95% payment). It is, however, agreed that such compensation will only be payable till such time the Developer offers, in writing, to take possession of the Said Apartment/unit. The compensation will be paid only to those allottees whose payment was regular and account was not in default status.
- c) **FIT OUT PERIOD:-** On receipt the full dues, the promoter will give final touches i.e. installation of sanitary ware, Kitchen Sink, CP fittings, Hardware Accessories, final touch of paint cleaning of apartment etc., during the Fit out period of 3 months from the date of final payment. This arrangement has been made keeping in view of the experience that after final touch allottee do not proceed with taking possession of the said apartment/and unit get deteriorated over the span of time.
- d) **SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:-** The Promoter herein is developing the said project having common amenities like club house, landscape garden etc., the construction/development of the said common amenities can be completed. The Allottee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said apartment/unit on the ground of non-completion of aforesaid common amenities. The promoter shall not charge more than the normal maintenance charges from the allottees. However the Allottee will be liable to pay the maintenance charges as per the maintenance clause in the agreement from the date of offer of possession.
- e) **PROCEDURE FOR TAKING POSSESSION:-** The Promoter upon obtaining/receiving the completion certificate or deemed completion certificate from Ghaziabad Development Authority

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(GDA) shall intimate in writing to the allottee for the possession of the apartment/unit to be taken within 3 (Three) months from the date of intimation.

The allottee shall thereafter complete the payment of consideration/total price and dues to the promoter as per terms and condition of this agreement. The Promoter 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 Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter for the said apartment/unit.

- f) **FAILURE OF ALLOTTEE TO TAKE THE POSSESSION OF APARTMENT/UNIT:-** Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the Apartment/unit from the Promoter by executing necessary indemnities, undertakings, execution and Registration of Sale Deed and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/unit to the allottee. In case the Allottee fails or commits delay in taking possession of said Apartment/unit within the time provided in the letter, such Allottee shall be liable for payment of maintenance charges, property tax, electricity charges, Holding Charges and any other expenses and outgoing in respect of the said apartment/unit and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment/unit.
- g) **HOLDING CHARGES:-** If the Allottee(s) fails to take over possession of the Said Apartment/unit, within the time and in the manner as specified in the offer, then the Said Apartment/unit shall lie at the risk and cost of the Allottee(s) and the liability of the Promoter shall be limited only to handover possession of the Said Apartment/unit, and the Allottee(s) shall not be entitled for any compensation, after the date of intimation of possession. Further, it is agreed by the Allottee(s) that in the event of his/her/their failure to take over possession of the Said Apartment/unit in the manner as aforesaid, the Promoter shall have the option to cancel the allotment of the Said Apartment/unit or otherwise the Promoter may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee(s) in taking over possession of the Said Apartment/unit on the condition that the Allottee(s) shall pay to the Promoter holding charges @ Rs. 2/- per sq. ft., of the Total Area of the Said Apartment/unit per month for the entire period of such delay, and further to withhold conveyance or handing over possession of the Said Apartment/unit till the holding charges, with applicable overdue interest, if any, at the rates as prescribed in this Agreement, are fully paid. It is made clear and the Allottee(s) agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to (but in addition to) maintenance or any other charges as provided in this Agreement. Here it is also clarified that limitation period will also start from the date of letter intimating the possession of apartment/unit.
- h) **POSSESSION BY THE ALLOTTEE:-** After obtaining the completion/deemed completion certificate and handing over physical possession of the said Apartment/Unit to the Allottee(s), it shall be the responsibility of the Company/Developer to hand over the necessary documents and plans, including Common Areas, to the AOA or the concerned authority at the time of handing over the Project to AOA or the concerned authority, as the case may be, as per the Applicable Law.
- Provided that, in the absence of any Applicable Law the Company/Developer shall handover the necessary documents and plans, including Common Areas, to the AOA or the concerned authority, as the case may be, after the said AOA is registered and takes the handover of the common areas of the Project by the signing all the required documents.
- i) **CANCELLATION BY THE ALLOTTEE:-** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount or earnest money paid of the and applicable taxes plus accumulated interest. The Promoter shall return 50% (fifty percent) of the balance payable amount within 45 (forty five) days of such cancellation/withdrawal and the remaining balance amount on re-allotment of the apartment/unit or at the end of one year from the date of cancellation/withdrawal by the allottee, whichever is earlier. The Promoter shall inform the previous allottee the date of re-allotment of the said apartment/unit and also display this information on the official website of UP-RERA on the date of re-allotment as per the prescribed procedure.

Note:-In the event of cancellation/termination of Agreement, all charges, brokerage/commission towards booking of the unit and charges for registration, cancellation, termination of Agreement will be borne by the Allottee.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the (Apartment/unit)

(i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 14.1; or

(ii) due to discontinuance of his business as a developer on account of suspension or revocation for the registration under the Act; or

(iii) for any other reason;

the Promoter shall be liable on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available; to return the total amount received by him in respect of the Apartment/unit, with interest at the rate prescribed in the Rules (i.e at the rate equal to State Bank of India MCLR + 1%, for every month of delay, till the handing over of the possession of the Apartment/unit) including compensation in the manner as provided under the Act within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

The Promoter hereby represents and warrants to the allottee as follows:-

- a) 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 for the said Project.
- b) The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said project.
- c) There are no encumbrances upon the said Land or the Project as on date.
- d) There are no restraining/injunction orders of any Court of law with respect to the said land, project or the said Apartment/unit.
- e) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and the said Apartment/unit 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

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to be in compliance with all applicable laws in relation to the Project, said Land, and Apartment/unit and common areas.

- f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- g) 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 Project and the said Apartment/unit which will, in any manner, affect the rights of Allottee under this Agreement.
- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/unit to the Allottee in the manner contemplated in this Agreement.
- i) At the time of execution of the sale deed the Promoter shall handover lawful, vacant, peaceful & physical possession of the said Unit to the Allottee and the common areas to the Allottees.
- j) The schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or minor has any right, title and claim over the Scheduled Property.
- k) The Promoter has duly paid and shall continue to pay and discharge all government dues, taxes and other monies, levies, impositions, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of said Apartment/Unit along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee.
- l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said land) has been received by or served upon the Promoter in respect of the said Land and/or the said Project.
- m) After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/unit.

9. EVENT OF DEFAULT AND CONSEQUENCES:-

- a) Subject to the Force Majeure clause, the Company/Developer shall be considered under a condition of Default, in the following events:
 - i. Company/Developer fails to provide ready to move in possession of the Said Apartment/Unit to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the completion/deemed completion certificate (as applicable) has been issued by the concerned authority.
 - ii. Discontinuance of the Company/Developer's business as a Company/Developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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- b) In case of Default by Company/Developer under the conditions listed above, a non-defaulting Allottee(s) is entitled to the following:

- i. Stop making further payments to Company/Developer as demanded by the Company/Developer. If the Allottee(s) stops making payments, the Company/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- ii. The Allottee(s) shall have the option of terminating the Agreement in which case the Company/Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Said Apartment/Unit, 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, within forty-five days of receiving termination notice:

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

- c) The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- i. In-case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the payment Plan annexed hereto, despite having been issued notice in that regard that Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to State Bank of India MCLR + 1% + Applicable GST with money rest on all the amounts which become due and payable by the allottee (s) to the promoter till the date of actual payment.

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of any demand on the due dates, the Allottee/s shall be bound and liable to pay interest. Provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the promoter. The interest may be informed to the allottee/s from time to time and the allottee/s has/have agreed to pay the same as and when demanded.

- ii. Incase 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 (Apartment/unit) in favour of the Allottee by giving 15 days' notice in writing by Registered Post A.D. or Speed Post or Email with certificate obtained from online postal service and this Agreement shall thereupon stand terminated. On expiry of such notice period, the Allottee/s shall cease to have any right whatsoever in respect of the said apartment/unit except, to get the refund of amount after forfeiture of 10% of sale price of apartment/unit and accumulated pending interest plus taxes and the Promoter herein shall be entitled to deal with the said apartment/unit with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this agreement. The promoter shall refund the balance amount without interest to allottee after forfeiting the 10% of sale price of apartment/unit, taxes, interest and adjusting any commission/pay-out to channel partner only after the apartment/unit is re-allotted and proceed received.

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- iii. If the Allottee/s herein violates any terms and conditions of this agreement including non-payment of agreed consideration/total price within stipulated period then, the Promoter herein shall have absolute right and authority to terminate this agreement. if the transaction in respect of the said apartment/unit between the Promoter and Allottee/s herein terminated, then all the instruments under whatsoever had executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment/unit shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

d) **PROCEDURE FOR REFUND OF MONEY ON CANCELLATION OF FLAT:-** In case of cancellation of allotment of flat due to breach of terms and conditions of the agreement or at specific request of applicant (s)/allottee (s) the procedure to be followed is as stated as under. However, for claiming refund the allottee(s)/ applicant (s) will have to surrender following documents:-

- i. Letter of request for refund of money
- ii. All Original receipts issued by Company and sent to them
- iii. Application Form
- iv. Agreement (Original)
- v. In case Bank loan has been raised and Company has signed Permission to Mortgage & Tripartite Agreement, concerned Bank/s No Dues Certificate and No objection Certificate along with surrender of original and copy meant for applicant(s)/allottee(s) of Tripartite Agreement and Permission to Mortgage.
- vi. Cancellation of agreement to sale from Sub Registrar, Ghaziabad.

In case allottee(s) do not complete the refund formalities within time, the Promoters liability is limited only to refund the amount as per terms of agreement and no other compensation or claim will be payable by the Company.

10. SALE DEED OF THE SAID APARTMENT/UNIT:-

The Promoter, on receipt of complete amount of the Price of the said Apartment/unit under the Agreement from the Allottee and on submission of check list duly signed by the allottee, shall execute a sale deed and transfer the title of the Apartment/unit along with earmarked parking space and hand over physical possession and a copy of completion certificate to the allottee within 30 days subject to payment of stamp duty, registration charges and all other incidental and legal expenses etc. However, incase Allottee(s) have raised loan from Financial Institution/Bank before execution of sale deed they will arrange for NOC from their Funding Institution/Bank. The Allottee authorizes the Promoter to withhold registration of the sale deed in his/her favour till full and final settlement of all dues to the Promoter is made by the Allottee and stamp duty and registration charges are paid to Competent Authority by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

The allottee shall inspect the apartment/unit as per check list (provided separately) along with earmarked parking space and shall satisfy himself regarding, quality, workmanship, specifications, elevation, facilities, carpet area, builtup area, total area and the final settlement of dues as per the agreement. Thereafter the allottee will submit duly signed and accepted check list to the promoter.

The Allottee will satisfy himself/ herself prior to registration of sale deed about the complete satisfactory performance by the Promoter as such allottee will undertake not to raise any dispute/claim against the Promoter/Company either individually/jointly or as member of Association so that the promoters liability on this account will extinguish. Promoter and Allottee will also agree that the agreement is finally concluded and only terms of the sale deed be binding upon Promoter/ Allottee. The Allottee agrees that

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Promoter's liability on this account in terms of the Agreement will extinguish on execution of sale deed/possession. Therefore agreement to sale will be considered as finally discharged.

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

- a) Allottee is aware and agreeable that by handing over the possession of the apartment/unit to him/them, the role of Company/Developer will come to an end and Agreement to sale will be finally concluded once the possession of the flat is handed over and Sale Deed executed. The work related to Maintenance of Project will be handed over to Facility Provider, nominated by Promoter, for which Allottees agrees and undertake to sign the requisite project Maintenance Agreement with Company which will be appointed/ nominated for the purpose of providing the common services and facilities to the Project.
- b) **MAINTENANCE AGENCY:-** To Up-keep, operation, management and maintenance of the Said Building, the Common Areas and Facilities of the project, will be done by a Maintenance Agency to be appointed by the Promoter. It is incumbent upon the Allottee(s) to sign and execute a separate agreement for maintenance (the "Maintenance Agreement") with the Maintenance Agency, at the time of taking over possession of the Said Apartment/unit.
- c) **MAINTENANCE CHARGES:-** Commencing from the date notified by the Promoter for taking over possession of the Said Apartment/unit, the Allottee(s) agrees to pay to the Maintenance Agency an amount @ Rs./- per sq. ft. on total area, of Maintenance Charges equivalent to 24 months of Maintenance Charges in advance, at the time of intimation for possession of the Said Apartment/unit. The cost of such maintenance for 24 (Twenty Four) months from the date specified by promoters shall be paid extra apart from total price of Apartment/unit. The Allottee(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement, which inter-alia includes provisions for maintenance charges after expiry of period of 24 months for becoming member of the association of owners, as and when formed, and the scope of maintenance etc., The maintenance charges shall be payable at the rates determined by the Maintenance Agency, irrespective whether the Allottee(s) is in occupation of the Said Apartment/unit or not. It is agreed that the Maintenance Charges may be enhanced, from time to time, as may be determined by the Maintenance Agency. The Maintenance charges may be realized in a pre-paid format by integrating them into the pre-paid electricity system or otherwise after the period of advance maintenance is over.
- d) **(IFMS) INTEREST FREE MAINTENANCE SECURITY:-** The Allottee shall deposit as an Interest Free Maintenance Security (herein "IFMS") with the Company at the time of possession of the Said Apartment/Unit, calculated for the period of 30 months of the Said Apartment/Unit. Further the IFMS amount can also be used by the Company for the replacement of any capital equipment or for any capital expenditure of the project. The balance amount of IFMS will be handed over to AOA after the deduction of security deposit or any other deposit with any statutory authority which was deposited earlier by the Company such as electricity connection and for any further work for the Project. Further any outstanding charges due from the Allottee(s) on account of electricity maintenance or any other charges shall also be deducted from the total IFMS amount to be transferred to the AOA. In case Promoter does not pay IFMS amount in lieu that Promoter will not liable to refund the IFMS under the policy "Neither will take nor refund".
- e) The electric consumption charges for running all the common services as well as the water charges and common area electricity viz. Corridors, lifts, Boundary wall, Park etc., for common usages are not included in the maintenance charges and shall be paid by all the Allottee(s) on equal basis and for this purpose a separate debit bill shall be raised and paid by the Allottee(s).

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For these expenses an advance of Rs./- per Allottee(s) shall be paid at the time of offer of Possession is made, which has to be replenished again once the advance amount so paid is exhausted by adjusting it towards the aforesaid actual expenses incurred on account of common services as well as water charges for common usage.

- f) The Maintenance Charges as intimated to the Allottee(s) by the Maintenance Agency, shall be payable by the Allottee(s) within a period of seven (7) days of demand. In case of delay in monthly maintenance charges within this period, interest @ 11% p.a. plus applicable GST shall be charged for the period of delay. In case of failure of the Allottee(s) to pay the monthly maintenance charges on or before the due date, the Maintenance Agency will be entitled to effect disconnection of services to the Allottee/s that may include disconnection of intercom/garbage collection/power back-up, and debarment from usage of any or all common facilities within the Project/Said Building/ Said Apartment/unit. The Maintenance Agency may also, apart from other remedies open to it, restrict or object to the transfer of the Said Apartment/unit by the Allottee(s).
- g) The GST on Maintenance Charges of the Project will be separately and proportionately borne by the Allottee(s).
- h) The Allottee(s) or its family members/nominees/friends/agents/employees etc. shall at all times comply with the rules and regulations laid down by the Maintenance Agency.

12. DEFECT LIABILITY:- It is agreed that in case any structural defect or any other defect in workmanship, quality or any other obligations of the Promoter as per the agreement for sale is brought to the notice of the Promoter within a period of 5 (Five) years by the Allottee from the date of issue of completion certificate of the respective tower or date of possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 days. Provided however, that the Allottee/s shall not carry out alteration of the whatsoever nature in the said apartment/unit or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water or any covering of any balcony by temporary or permanent structure. If any of such works are carried out the defect liability automatically shall become void. The word defect there means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment/unit by the Occupants, vagaries of nature etc. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warpage in doors and windows, normal wear and tear, pest etc. shall not be considered as defect. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue.

13. RIGHT TO ENTER THE APARTMENT FOR MAINTENANCE:- The Company/Developer/maintenance agency/AOA shall have rights of unrestricted access of all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the AOA and/or maintenance agency to enter into the [Said Apartment/Unit] or any part will allow the Promoter and/or the Maintenance Agency access to and through the Said Apartment/unit for the purpose of any maintenance works including

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electricity and other items of common interest etc. thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

- 14. USAGE:-** Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project “**UNINAV RESIDENA**”, 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's, STP, Storages etc., and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for usage by AOA after handover for rendering maintenance services.
- 15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT/UNIT:-**
- a) Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Said Apartment/Unit at his/her own cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the tower, building, or the [Said Apartment/Unit], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment/Unit and keep the Said Apartment/Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. Any changes if so made, defect liability under the RERA will become null and void.
 - b) The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Apartment/Unit.
 - c) The allottee shall not store in the said Apartment/unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which said Apartment/unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, Lifts, or any other structure of the building in which the said Apartment/unit is situated, including entrances of the building in which said Apartment/unit is situated and in case any damage is caused to the building on account of negligence or default of Allottee/s in this behalf, said Apartment/unit Allottee/s shall be liable for the consequences of the breach.
 - d) The allottee will not demolish or cause to be demolished said Apartment/unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to said Apartment/unit or any part thereof, nor any alteration in the elevation nor outside colour scheme of the building/project in which said Apartment/unit is situated and shall keep the portion, sewers, drains and pipes in the said Apartment/unit and the appurtenances thereto in good tenable repaired and condition, and in particular, so as to support shelter and protect the other parts of the building in which said Apartment/unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or/RCC, Pardis or other structural members in said Apartment/unit without the

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prior written permission of the Promoter and/or the registered AOA. Any changes if so made, defect liability under the RERA will become null and void.

- e) The Allottee will only install the Air conditioners/Air Coolers or equipment of like nature at the spaces earmarked for in the Said Apartment/Unit and shall not design or install or open them at the inside passages, common areas or in the staircases. The Allottee shall further ensure that no water should drip from the Air Conditioners/Air Coolers or the like equipment in a way which may cause inconvenience to the occupants of other Apartment/Unit in the Said Building/Said Project.
- f) The Applicant further undertakes as follows:
 - (i) That he/she shall not alter/shift any door's & window's from the actual position of the Said Apartment/Unit.
 - (ii) That he/she shall not alter main plumbing systems which may lead to leakages or hindrances for other Allottees.
 - (iii) That he/she shall distribute the electrical load in the Said Apartment/Unit in compliance with the electrical system installed by the Company.
 - (iv) That he/she shall not do any acts or thing which may in any manner deface the front/back balcony or terrace of the Said Apartment//Unit or the facade of the Said Building e.g. covering/change/alter/modify the external façade in the front or other sides of the said Apartment/Unit (including design, elevation, paint, design of external rallying & grills of balconies, hanging/drying of clothes, hanging plants/flower pots outside the balconies and terraces.
 - (v) That he/she shall not install any material/ roofing etc on the external side/ balconies of the said Apartment/unit/Shop/Unit, and will keep the external façade of the Apartment/unit unchanged and unaltered, so as to retain the uniform and same look of the whole Project.
 - (vi) The welding of any kind is strictly prohibited in the said Apartment/Unit/Building/Project.
- g) The allottee will not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/unit in the compound or any portion of the said land and the said project/building in which said Apartment/unit is situated.
- h) That the earmarked car parking will be available inside the project, as per type opted for by the allottee(s) in the Application Form. The Cars/Scooters/Two Wheelers/Cycles will be parked within the same parking spaces allotted to the allottee(s). The facility of one car parking either Open/Covered depending upon the option made at the time of booking of flat has been earmarked/reserved. No car/vehicle is allowed inside the project except those who have been allowed the facility of one Covered/Open car parking as per option made. The company also reserve its rights to allot the facility of Car Parking of available spaces in future. The Allottee shall not have any right over the unallotted parking space. The allotted earmarked Car Parking Space shall automatically stand transferred with the transfer of the said apartment/unit. The allottee shall make available parking space to maintenance staff for maintenance of the services such as meter, pipe, manholes, electricals etc., as and when required.
- i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of said Apartment/unit until all the dues payable by Allottee/s to the Promoter under this Agreement are fully paid up and only if said Allottee/s had not been guilty of breach of or non-observance of any of the terms

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and conditions of this Agreement and until said Allottee/s has intimated in writing to the Promoter.

- j) The Allottee(s) may get insurance of the contents lying in the Said Apartment/unit at his/her/their own cost and expenses. The Allottee(s) shall always keep the Promoter or its Maintenance Agency harmless and indemnified against any financial/criminal liability for loss of life and property by reason of any fire, theft, burglary or any other incident of crime/mishap occurring in the Said Apartment/unit or any part or portion thereof.
- k) The Allottee(s) shall keep indemnified the Promoter against all actions, proceedings or any losses, costs, charges, expenses or damages suffered by or caused to the Promoter, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee(s) and/or due to non-compliance with any rules, regulations and/or non-payment of municipal taxes, charges and other outgoings.
- l) The Allottee(s) hereby confirms that the declared Independent Area and facilities viz, convenient shops are at the disposal of the Promoter and the Promoter may sell the same with or without construction, wholly or in part(s), to any intending purchaser and he/she/they shall not raise any objection/ interference in any manner in connection therewith, either in person or in form of association and all such liquidated loss(es)/damages, at current market prevailing rates suffered due to wrong acts of the allottees will liable to be paid by defaulting allottee(s)/association to the Promoter.

m) **CHANGE OF ALLOTTEES:-**

(i) The Allottee(s) is entitled to get the name of his/her/their nominee(s) substituted in his/her/their place, with prior approval of the Promoter, provided the Allottee(s) has paid at least 70% of the total Consideration and has cleared all dues till that date to the Promoter, who may in its discretion permit the same on such conditions as it may deem fit and proper keeping in view the guidelines issued by GDA (Ghaziabad Development Authority)/State of UP.

(ii) Any request for endorsement/transfer will not be entertained by the Company before execution and signing of the Agreement to Sell and the same shall be at the discretion of the Company and upon payment of transfer fee/charges @ **Rs. 100/- (Rupees One Hundred Only) Per Sq.ft. + GST**, calculated on the Total Area and the same shall be payable by such applicant to the Company at the time of submitting application for such subsequent sale /transfer/endorsement etc., **However, the first transfer shall be done after receipt of 70% of the total price consideration.**

(iii) That in case reissuance of Agreement for Sale "Builder Buyer Agreement", change in payment plan, correction in name of applicant/co-applicant, tri partite agreement, permission to mortgage or any other document is required and requested by the applicant(s) or bank/financial institution, the Developer has sole right to reissue or reject the reissuance. The reissuance at every time shall attract **a fee of Rs. 25000/- + GST** as applicable, as administrative charges and shall be payable by the allottee(s).

(iv) That the applicant & co-applicant (if any) will have equal share in the apartment/unit and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or

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where a dispute arises between applicants the booking will continue only after providing consent in writing by them and No Objection certificate from the bank concerned. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months there after the company can cancel the said booking/ allotment and the allottee (s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancelation there will be a deduction of 5% of the total price of the apartment/unit. For the refund in a divorce /dispute case as stated above, consent of the applicants / Allottees shall be necessary.

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

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

17. ADDITIONAL CONSTRUCTIONS:-

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

18. COMPANY/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

The Company/Developer shall not mortgage or create a charge on the Said Apartment/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Said Apartment/Unit.

19. U. P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP) ACT:-

- a) The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010 and as amended from time to time. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.
- b) The promoter/ nominated Agency shall maintain the Common Area & facilities till the association is formed in accordance with the conditions laid down in Sub-section (2) of Section-14 of U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010 Act and shall be entitled to levy proportionate maintenance charges.
- c) The allottee along with other allottees in the said project shall join in forming and registering the aforesaid organization as agreed and to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the organization and for becoming member, including the bye-laws of the proposed organization and duly fill in, sign and return to the Promoter within 3 days of the same being forwarded by the Promoter to the allottee/s so as to enable the Promoter to register the organisation under the above referred Act.
- d) The allottee shall pay to the promoter a sum of Rs. 2000/- for meeting all legal cost charges and expenses including professional fee of advocate to promoter in connection with formation of the

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Association of Apartment Owners (AOA) and for preparing its rules and regulations and bye-laws.

- e) On formation of the association of apartment owners, all documents and plans including common area shall be handed over to the association of the apartment owners (AOA). The association of the apartment owners (AOA) shall not have any right over the unallotted parking spaces.

- 20. BINDING EFFECT:-** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 10 (ten) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 10 (ten) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7 (Seven) days from the date of issue of letter to the Allottee. Application of the Allottee shall be treated as cancelled and earnest money deposited by the allottee after deduction of administrative charges plus taxes shall be returned to the Allottee without any interest or compensation whatsoever.
- 21. ENTIRE AGREEMENT:-** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, agreement for sale (builder buyer agreement), correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/unit.
- 22. RIGHT TO AMEND:-** This agreement may only be amended through written consent of the Parties.
- 23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:-** 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/unit in the said project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartments/units, in case of a transfer, as the said obligations go along with the Apartment/unit for all intents and purposes.
- 24. WAIVER NOT A LIMITATION TO ENFORCE:**
- a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
 - b) Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 25. SEVERABILITY:-** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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

Company

Allottee/Authorised Signatory

Co-Allottee

Co-Allottee

case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

- 26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment/unit bears to the total carpet area of all the Apartment/unit in the Project.
- 27. FURTHER ASSURANCES:-** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 28. PLACE OF EXECUTION:-** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the promoters office in Delhi/Ghaziabad. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, Ghaziabad. 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 or the Promoter by Registered Post at their respective addresses specified below:

Mr. /Ms. _____
 R/o _____
 Email Address: _____
 Mobile No./Whatsapp No. _____

M/s. Uninav Buildcon Private Limited
 Registered Office: 206, S.F. Plot No. 9, LSC Savita Vihar,
 Near Yojna Vihar, Delhi 110092
 Email Address: _____

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

30. JOINT ALLOTTEES:-

- a) That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- b) In case of joint allotment, all communications demand notice etc. shall be sent by the Promoter to the Allottee(s), whose name appears first and at the address given by him/ her/them, which shall for all purposes be considered as served on all the Allottee(s) and no separate communication shall be sent to the other named Allottee. It shall be the responsibility of the Allottee(s) to inform the Promoter by Registered A.D. post about all subsequent changes in his/her/their address, if any, failing which all demands notice and letters posted at the earlier registered address will be deemed to have been received by him / her / them at the time when those should ordinarily reach such address.

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 Allottee/Authorised Signatory

 Co-Allottee

 Co-Allottee

31. SAVINGS:-

Any application letter, agreement for sale (builder buyer agreement), agreement, or any other document signed by the Allottee(s), in respect of the Said Apartment/Unit, as the case may be, prior to the execution and registration of this Agreement to Sell for such Said Apartment/Unit, as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement to Sell or under the Act or the Rules or the Regulations made there under.

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 and rule 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 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 conciliation process of UP RERA. If the dispute is not settled through conciliation, it will be settled through the adjudicating office appointed under the Act.

34. PAYMENT OF STAMP DUTY & REGISTRATION FEE:- The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc., in respect of this agreement, all other agreements and final sale deed which is to be executed by the Promoter in favour of Allottee/s or Association/Society i.e. organization as may be formed in which the Allottee/s will be the member.

35. COPIES OF THE AGREEMENT:- Two sets of this Agreement are been executed on a non-judicial stamp paper of Rs. 100/- each and the Promoter shall retain one copy for reference and record and the Allottee(s) shall retain another one.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee (including joint buyers)

(1)_____

(2)_____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)_____

(Authorised Signatory)

At_____on_____in the presence of;

WITNESSES:

1.Name _____

Signature _____

2. Name _____

Signature _____

Company

Allottee/Authorised Signatory

Co-Allottee

Co-Allottee

**SCHEDULE
SPECIFICATION OF THE APARTMENT/UNIT**

**SCHEDULE
PARKING NO., LAYOUT PLAN**

**SCHEDULE
FLOOR PLAN OF THE APARTMENT/UNIT**

**SCHEDULE
PAYMENT PLAN**

**SCHEDULE
LIST OF ANNEXURES/ENCUMBRANCES**

Company

Allottee/Authorised Signatory

Co-Allottee

Co-Allottee