

ALLOTMENT LETTER

This Agreement for Sale (“**Agreement**”) is made and executed on this..... day of 2025 (the “**Effective Date**”) at [●], India

BY AND BETWEEN

TRISOL RED DEVELOPERS LLP. (LLPIN No. ACA-7651), a Limited Liability Partnership duly incorporated and validly existing under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at B-92, Ground Floor, Sector-63, Noida-201301, Uttar Pradesh, India, (PAN No. AAUFT5450F) represented by its authorized signatory (Aadhar No) authorized vide board resolution dated [●], 2025 hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, affiliates and permitted assigns) of the **First Part**.

AND

Mr./Ms. (Aadhar No.....) S/o/D/o..... aged about [●] years residing at , hereinafter called the “**First Allottee**” (which expression shall unless repugnant to the context or meaning mean and include his/her legal heirs, executors, administrators, successors-in-interest and thereof be deemed to mean and include permitted assigns) of the **Second Part**.

AND

[In case of a Co-Allottee]

Mr./Ms. (Aadhar No.) S/o/D/o..... of aged about [●] years residing at , hereinafter called the “**Second Allottee**” (which expression shall unless repugnant to the context or meaning mean and include his/her legal heirs, executors, administrators, successors-in-interest and thereof be deemed to mean and include permitted assigns).

First Allottee and Second Allottee shall hereinafter collectively referred to as “**Allottee(s)**”.

The Promoter and Allottee(s) shall for the purpose of this Agreement, collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

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

- a) “**Act**” means of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- b) “**Authority**” means Uttar Pradesh Real Estate Regulatory Authority (UP-RERA).
- c) “**Government**” means the Government of Uttar Pradesh.
- d) “**Rules**” means the Uttar Pradesh Real Estate (Regulation & Development) (Amendment) Rules, 2016, as amended from time to time.
- e) “**Regulations**” means the Regulation made under the Real Estate (Regulation and Development) Act, 2016;
- f) “**Section**” means a section of the Act.

WHEREAS:

- A. The details of titles ownership of land/plot are annexed herewith as **Schedule – A**.
- B. The said Land is earmarked for the purpose of building a commercial project as commercial shopping complex, bearing address: Khasara No-77MI, Village Dundahera, Ghaziabad UP comprising Lower Ground Floor, Upper Ground Floor, First Floor and Second Floor building and the said project shall be known as “**TRG The Mall**” (“**Project**”).
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- D. The Ghaziabad Development Authority (“**GDA**”) has granted the commencement certificate to develop the Project vide

approval/permit no GDA/BP/24-25/0100 dated 10-02-2025.

- E. The Promoter has obtained the layout plan, sanctioned plan, specifications, and all necessary approvals for the Project and also for the unit, plot or building, as the case may be, from Ghaziabad Development Authority (GDA). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority (UPRERA) at Lucknow on [●] under registration No xxxxxxxxxxxxxx.
- G. The Allottee(s) had applied for a Shop/Unit in the Project vide:
- Application No. dated
 - And has been allotted Unit No. **XX-XXX**
 - Having carpet area of [●] sq. mtr. ([●] square feet), type _____, on _____ floor in (tower/block/building) No. ____ ("**Building**")
 - Along with garage/covered parking no.N/A..... admeasuringN/A.... square feet in the, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (d) of Rule 2(1) of of U.P. Real Estate (Regulation & Development) Rules, 2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as the "**Shop/Unit**" more particularly described in **Schedule B** and the floor plan of the Unit is annexed hereto and marked as **Schedule C**).
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. That the Unit/Shop shall be sold as an independent unit with undivided interest in the Common Areas and facilities of the Project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance Ownership) Act, 2010.
- J. The Parties regulations, hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, notifications, etc, applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit as specified in para-G and clause 1 of this Agreement.

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

1. TERMS:

- 1.1 The Promoter confirms that it has the full right, power, and authority to enter into this Agreement and to sell the Unit to the Allottee(s) by virtue of the Consortium Agreement dated March 18, 2025, executed with the original landowners (listed therein) and the Irrevocable Power of Attorney dated 2nd June 2023, as set out in the **Schedule A**, granted by the said landowners, which collectively vest in the Promoter the exclusive rights to develop, market, and sell the units in the Project, including the Unit described herein. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Unit bearing No. UG-01.
- 1.2 The Allottee(s) agrees that he has applied for allotment of said Unit with full knowledge of all laws/ notifications and rules applicable to the purchase and acquisition of immovable properties in India and the arrangement pertaining to the said Project in particular which have been explained by the Promoter and understood by Allottee(s).
- 1.3 The Allottee(s) confirms that s/he has examined and understood the tentative plans, designs, and specifications of the said Unit & said Project as set out in **Schedule E** and s/he agrees to the same. S/he also agrees that the Promoter has the right to change such variations and modifications in the layout plan/ building plan of the Project as may be necessary for optimum utilization of saleable area or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority or Govt. agencies or the architect of the Project without any objection from him/them and it shall not be obligatory on part of the Promoter to seek consent of the Allottee(s) for the said purpose. The necessary changes/ alterations

may involve a change in position/ location, including a change in dimensions, area, or number, etc., of the said Unit.

- 1.4 The Total price for the Unit based on the carpet is Rs. **40,89,990.00 (Rupees Forty Lakhs Eighty-Nine Thousand Nine Hundred Ninety Only)** ("Total Price"). (Give break up and description):

Block/Building/Tower No.	
Unit No	
Type	
Floor	
Carpet Area	
Built-Up Area	
Saleable Area	
Greater Rate of Unit as per Carpet Area (Per Sq.mtr)	
Total Price (In Rupees)	

NOTE: The Promoter shall provide breakup of the amounts such as cost of Shop, proportionate cost of Common Areas, taxes, and maintenance charges as per Para 11 etc., if/as applicable.

And if As Applicable: -

Garage/Covered Parking-1	
Garage/Covered Parking-2	
Total Price (In Rupees)	

Explanation:

- i. The Total Price above includes the Booking Amount paid by the Allottee(s) to the Promoter towards the Unit;
- ii. GST is applicable for the real estate project therefore taxes as applicable are payable by the Allottee(s) over and above the consideration amount. The Allottee(s) specifically agrees to pay promptly to the Promoter, the applicable Taxes & levy/ to be levied by the Government on services undertaken/ to be undertaken by the Promoter while constructing or developing the said Unit / Project. The Allottee(s) further agrees to pay directly or if paid by the Promoter then reimburse to the Promoter on demand any Govt. levies, Property Taxes, other charges etc. leviable in future on the said Land and/or Project developed/ constructed on the said Land or the said Unit, as the case may be, as assessable/applicable in respect of the said Unit to the Allottee(s) and the same shall be borne and paid by the Allottee(s) in proportion to the area of the said Unit to the area of all the Units in the said Project as determined by the Promoter. If such charges/cost are increased (including with retrospective effect) after the sale deed has been executed, then such charges/cost shall be treated as unpaid sale price of the said Unit and the Promoter shall have the first charge/ lien on the said Unit for recovery of such charges/cost from the Allottee(s). However, it is also declared by the Allottee(s) that I have not paid any amount more than the sum as mentioned herein below, as duly endorsed by the Booking Dealer Agent. In case I/we pay any amount to the booking agent or to anyone claiming on behalf of the Promoter, more than the sale consideration as mentioned under this affidavit, then in such an eventuality, Promoter shall not be held responsible for the said amount paid in excess of sale consideration. The Total Price will include taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Shop/Unit to the Allottee(s) and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change / modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s);

- iii. The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - iv. The Total Price of the Unit includes, if applicable, recovery of price of Land, construction of not only the Unit but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with white cement single coat, the fire detection and firefighting equipment in the common areas; and
 - v. The maintenance charges, Fixed & Variable Charges and Dual meter charges shall be payable at the time of possession. Extra electric connection charges, extra Direct Expansion (DX) system load charges & parking charges payable on the option of the Allottee(s) at the time of possession.
- 1.5 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development fee, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments: Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s). If any term and conditions of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit/ Project requiring the Promoter to provide pollution control devices, effluent treatment plant etc., in the said Project, then the cost of such additional devices, equipment etc. shall also be borne and paid by the Allottee(s) in proportion to the super area of his Unit to the total super area of all the Units in the said Project as and when demanded by the Promoter. In case G.D.A. or any Competent Authorities demands additional cost in the name of any head due to any reason, as an increment of additional compensation or in any nature whatsoever, then the same shall be charged from Allottee(s) on the pro rata basis.
- 1.6 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D (“Payment Plan”)**.
- 1.7 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ N/A% for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.8 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at “**Schedule E**” (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit, or Shop building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act.:
- 1.9 Subject to Para 9.3 of this Agreement, the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Unit as mentioned below:
- i. The Allottee(s) shall have exclusive ownership of the Unit.
 - ii. The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s) in the Common Areas including the entire area enclosed by its periphery walls including area under walls, columns, balconies, lawn and lofts etc. and half the area of common walls with other premises/ Units is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- 1.10 It is made clear by the Promoter and the Allottee(s) agrees that the Unit along with parking shall be treated as a single indivisible unit for all purposes. It is agreed that this is an independent, self-contained Project covering the said Land and is not a part of any other project zone and shall not form a part of and/or inked/combined with any other project in its vicinity or otherwise for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's and amenities other than declared as independent areas in deed of declaration shall be available for use and enjoyment of the

allottee(s) of the Project.

- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 The Allottee(s) has paid an initial amount of Rs. 4,58,079.00 (Rupees Four Lakhs Fifty-Eight Thousand Seventy-Nine Only) being part payment against the booking amount (10% of the total cost of the Unit) towards the Total Price of the Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan [**Schedule D**] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the applicant delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The interest rate will be 9.5%* per annum, which may be subject to change as per rules (MCLR+1%).
- 1.13 It is clarified by the Promoter and agreed by the Allottee(s) that the basic selling price of the said Unit does not include the cost towards Interest Free Maintenance Security (IFMS) and other administrative cost and expenses, which shall be payable by the Allottee(s) in addition to the price of the said Unit. The Allottee(s)/Buyer(s) shall pay the amount on demand to the Promoter as may be determined at the time of providing necessary connections from the main line laid along the road servicing the Unit or as the case may be.
- 1.14 The Allottee(s) agrees and understands that in case the Promoter is able to get additional FAR, the Promoter shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to by making additional units or making additional floors in the building in which said Unit is located, or making additional building in and around the said land of said Project and the Promoter shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric powered by solar plant, water, sanitary and drainage system of the said building in the said Project. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the said Land in the said Project.
- 1.15 The Allottee(s) undertakes to pay additional charges to the Promoter (if applicable), levied and/or leviable in future i.e. after the issuance of occupation certificate by the Ghaziabad Development Authority, by whatever name called or in whatever form and with all such conditions imposed by the Uttar Pradesh Government and/or any Competent Authority(ies) and any increase thereof and such increase in the External Development Charges (EDC), if any, shall be borne and paid by the Allottee(s)/Buyer(s) in proportion to the area of the said Unit to the total area of all the Units in the said Project as determined by the Promoter. If such charges are increased (including with retrospective effect) after the issuance of occupation certificate, then such charges shall be treated as unpaid sale price of the said Unit and the Promoter shall have the first charge/lien on the said Unit for recovery of such charges from the Allottee(s)/Buyer(s).
- 1.16 It is clarified that the Prepaid Electric Connection, External Electrification, Water Connection, Sewerage Connection, charges etc. and IFMS, other costs are not included in the Total Price of the said Unit, it shall be payable by the Allottee(s) in addition to the price of the said Unit. The Allottee(s) shall pay the following amounts, on demand, to the Promoter as may be determined at the time of providing necessary connections from the Main line laid along the road servicing the Unit or as the case may be.
- 1.17 The individual prepaid Electricity Connection cost including deposit and Meter cost shall be borne by the Allottee(s). Electricity connection shall be given through prepaid meter.
- 1.18 It shall be an essential condition of this allotment/ Agreement that the use of the said Unit shall always be for commercial purpose only. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the terms of allotment/Agreement, entitling the Promoter to terminate the allotment/Agreement and forfeit the entire amount deposited by the Allottee(s). Thereafter, the Allottee(s) shall not have any right, title or interest in the said Unit allotted to him. The Allottee(s) agrees that s/he shall be solely responsible to obtain requisite license/approval/sanction from the competent authority for carrying on commercial activity. Further, the Promoter shall not in any way, be responsible/liable for any default/violation committed by the Allottee(s) under any applicable laws, rules, regulations, guidelines etc. imposed by the concerned authority(ies) for carrying on commercial activity. Any such default/violation shall automatically entitle the Promoter any to terminate the allotment/ Agreement in accordance with this Agreement.

- 1.19 The Allottee(s) shall also be entitled to use only the generally common areas and facilities within the said Land, which may be outside the land underneath the said Project building earmarked as generally commonly used areas & facilities by all the occupants/ users on the said plot of land. It is further made clear to the Allottee(s) that the Allottee(s) shall have no right, title or interest in open/ covered car parking spaces, and the same shall be dealt with by the Promoter at its own discretion as it may deem fit. Promoter at its sole discretion, will appoint an independent agency for upkeep and maintenance of the parking space, which shall be entitled to collect user charges from the users.
- 1.20 Promoter may, at its own discretion, install an electricity charging point for electric vehicles in the parking area, which shall be available for the use of allottees and visitors on a paid basis.
- 1.21 The Allottee(s) may avail financial assistance towards the purchase of said Unit from any bank/ financial institution. However, if any bank/ financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee(s) shall not make such refusal/ delay an excuse for non- payment of any installments/dues to the Promoter within stipulated time as per the payment plan. Further, the obligation of the Allottee(s)/Buyer(s) to purchase the said Unit pursuant to this Agreement shall not be contingent on the Allottee(s)'s ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement. Further, in case the Allottee(s) fails to repay the loan amount to the bank/ financial institution or fails to comply with any terms and conditions of the loan/ financing agreement entered into with such bank/ financial institution, then the bank/ financial institution may enforce the security by the sale of the said Unit and the Promoter may accept the purchaser of the said Unit in place of the Allottee(s), after the purchaser complies with the necessary formalities of the Promoter in this respect. The amount standing to the credit in the account of the Allottee(s) after forfeiting the amount as per this Agreement will be transferred to the account of the purchaser. Further, in case the bank/ financial institution asks the Promoter to cancel the booking of said Unit and call for repayment of outstanding loan amount, then the Promoter may cancel the booking and after forfeited the amount as per this Agreement pay the balance amount to the bank/ financial institution against outstanding loan amount for and on behalf of the Allottee(s). Further, the Allottee(s) hereby agrees and understands that, availability of loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Unit and Applicant hereby agrees to pay the sale consideration of the said Unit according to opted Payment Plan, irrespective of availability of finance from any Financial Institution.
- 1.22 It is agreed by the Allottee(s) that the timely payment of installments and other allied charges/costs indicated herein is the essence of this Agreement. It shall be incumbent on the Allottee(s) to comply with the terms of payment, and the Allottee(s) herein have agreed that the Promoter is under no obligation to send reminders for payments. If payment is not received by the Promoter within the period as indicated in the Payment plan opted by the Allottee(s) or if there is any other breach of terms of this Agreement, then this allotment may be cancelled that in the event of termination of my/our booking for any reason whatsoever, including but not limited to the non-adherence of payment schedule and/or breach if any material term, then in such an eventuality, Promoter shall be entitled for deduction on the refundable amount as per the extent of RERA Rules.
- 1.23 (a) The Allottee(s) hereby agrees that out of the amount(s) paid/ payable by him for the said Unit allotted to him, the Promoter shall treat 10 % of sale consideration amount as earnest money to ensure fulfillment of all the terms and conditions by the Allottee(s) as contained in this Agreement. I/we do hereby undertake to hold the Promoter harmless and indemnify against any such frivolous claims.
- 1.24 In the event of the failure of the Allottee(s) to perform his obligations or fulfills all the terms and condition set out in the Agreement, the Allottee(s) hereby authorizes the Promoter to keep on abeyance or suspend or cancel the allotment of the said Unit and forfeit out of the amounts paid by him, the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable, brokerage, dealer commission etc. The amount, if any, paid over and above the earnest money, interest on delayed payment due or payable, brokerage, dealer commission etc. shall, however be refunded to the Allottee(s)/ the financial institution as the case may be by the Promoter without any interest after re-allotment of the said Unit and after compliance of certain formalities by the Allottee(s). However, in exceptional circumstances the Promoter may, in its absolute discretion, condone the delay in payment by charging penalty interest at the rate of 12% or as per MCLR+1% p.a. on the amount outstanding up to one-month delay from the due date of outstanding and interest at the rate of 12% per annum thereafter on all outstanding dues from their respective due dates. Further, if any discount/ concession has been given by the Promoter in the Total Price/ in the payment term to the Allottee(s) in lieu of consensus of the Allottee(s) for timely payment of installments and other allied cost, then the Allottee(s) hereby authorizes the Promoter to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the Allottee(s) hereby agree to pay immediately. The Allottee(s) may opt for cancellation of allotment of said Unit only within two months from the date of allotment of the said Unit and in case the allotment of the said Unit is cancelled at the behest of the Allottee(s), then the Allottee(s) hereby authorizes the Promoter to forfeit the earnest money and the amount, if any, paid over and above the earnest money shall be refunded by the Promoter to the Allottee(s) without any interest after re-allotment of the said Unit. Upon cancellation of the said Unit, this Agreement shall stand cancelled and the Allottee(s) shall be left with no right, title, interest, lien etc. on the said Unit. The initial payment due up to 10% of the total sale of the shop/ commercial space would be deposited by me/us from my/ own sources and if i/we cancel the booking, then 10% of the basic

cost shall be deducted from my/ our paid amount.

- 1.25 That unless a Sale Deed is executed and registered, the Promoter shall continue to have full authority over the said Unit and all amounts paid by the Allottee(s)/Buyer(s) under this Agreement shall merely be a token payment for purchase of the allotted Unit and shall not give him any lien or interest on the said Unit until he has complied with all the terms and conditions of this Builder Buyer Agreement and a Sale Deed of the said Unit has been executed and registered in his favor.
- 1.26 This allotment/ Agreement is subject to the terms and conditions of sanction of layout plan issued by Ghaziabad Development Authority (GDA) under the provisions of U.P. Urban Planning and Development Act, 1972 and Rules thereunder and/or licenses issued by the Town and Country Planning Department, U.P. in respect of the said Land/ said Project to the Promoter and the Allottee(s) hereby accepts and agrees to abide by the same.
- 1.27 The Allottee(s) is not entitled to get the name(s) of his assignee(s) substituted in his place. The Promoter may, however, in its discretion, permit such substitution (which will not be withheld unreasonably) on such terms and conditions, including payment of administrative costs and other costs as it may deem fit. Any change in name (including addition/deletion) of the Allottee(s) will be deemed as a substitution for this purpose. The Allottee(s) hereby agree that the Promoter shall proceed to entertain their request for assignment of allotment rights of the said Unit/Shop if and only if all outstanding dues and interest towards the said Unit/Shop are paid by the Allottee(s) on or before submission of documents for assignment. In case the outstanding dues and interest are not paid by the Allottee(s) for any reason before assignment, then the Allottee(s) shall pay the same to the Promoter. The Allottee(s) hereby agree that their Assignee shall get the rights under this Agreement from the date of assignment and not from the date of signing of this Agreement by the Allottee(s). The Allottee(s) further agrees and understands that, notwithstanding anything contained in Clause 1.31 (a), the development period of the said Unit/Shop as stated in this Agreement shall be reckoned with effect from the date of assignment of allotment right in the said Unit/Shop in favor of his Assignee(s) and his assignee(s) shall not claim for compensation for any delay in offer of possession of the said Unit/Shop by the Promoter.
- 1.28 The Promoter shall endeavour to complete the development/ construction of the Unit/ Project within 48 (Forty-Eight) months from the date of signing of this Agreement by the Allottee(s)/Buyer(s), or within an extended period of 6 (six) months. Completion of development of the Unit within such 54 (Fifty-Four) months is subject to force majeure conditions as mentioned in Clause 21 hereunder and subject to other Unit Allottee(s)/Buyer(s) making timely payment or subject to any other reasons beyond the control of the Promoter. No claim by way of damages/compensation shall lie against the Promoter in case of delay in handing over the possession on account of any of the aforesaid reasons and the Promoter shall be entitled to a reasonable extension of time for the delivery of possession of the said Unit to the Allottee(s)/Buyer(s). The aforesaid period of development shall be computed by excluding Sundays, Bank Holidays, enforced Govt holidays and the days of cessation of work at the site in compliance of the order of any Judicial/ concerned State Legislative Body.
- 1.29 In case of any supervening event like acquisition or any other decision of the Government or Local Authorities, the Promoter is unable to complete the development/ construction of the said Unit, The Allottee(s)/Buyer(s) shall remain obliged to make payment to the Promoter proportionate to the extent of the completion thereof and as may be certified by the Architect of the Promoter. The decision so made shall be final. However, the Allottee(s)/Buyer(s) shall be entitled to transfer of the right to receive the compensation (if any) of the Promoter from the Government in respect of the said Unit.
- 1.30 Allottee shall be entitle to seek refund of amount so paid only upon production of valid receipts. No request for refund shall be entertained unless a valid receipt is produced to the Promoter.
- 1.31 Allottee(s)/Buyer(s) further understands and agrees that timely completion of the Project is entirely dependent upon his/ their timely payment of due amounts as per payment plan opted by him/them and in case of default in making payment of due amount within stipulated period, then the same shall not only hamper the overall progress of the Project, but will also be prejudicial to the interest of all Allottees of the units of the Project. If the Applicant(s) fail/ defaults in making payment of the due amount within the stipulated period, then their allotment shall be put under abeyance/ suspension. The Promoter shall then have the right to re-allocate the provisional allotment of the said Unit, which includes change in area and location such as floor, dimension, size, etc. of the said Unit, and or cancel the provisional allotment of the said Unit and forfeit the earnest money detailed in this Builder Buyer Agreement. Further in such case, without prejudice to other available rights, if Promoter opts to use its right to relocate the provisional allotment of the said Unit, as result thereof, if there is any change in dimension, size, location etc of the said Unit, then the price towards increase/decrease of re-allotted Unit shall be dealt (paid/adjusted) in a manner detailed in the Payment Plan.
- 1.32 The Allottee(s)/Buyer(s) shall, after taking possession or deemed possession of the said Unit, as the case may be, or at any time thereafter shall have no objection to the Promoter developing or continuing with the development of other Unit adjoining the said Unit sold to the Allottee(s)/Buyer(s). The Promoter is authorized to raise a loan by creating a mortgage of the said land from any Financial Institution/ Bank, and the Allottee(s)/Buyer(s) will have no objection in this regard. However, such a mortgage, if created, will be vacated before handing over possession of the said Unit to the Allottee(s)/Buyer(s). The

Allottee(s)/Buyer(s) hereby agrees and authorizes the Promoter to make additions to or put up additional structures in/ upon the said Project or additional Units and/or structures anywhere in the said Project/ said Land as may be permitted by the Competent Authorities and such additional Units/ structures shall be the sole property of the Promoter, which the Promoter will be entitled to dispose-off in any way it chooses without any interference on the part of the Allottee(s)/Buyer(s). The Allottee(s)/Buyer(s) agrees that the Promoter, at its cost, shall be entitled to connect the electric, water, sanitary, and drainage fittings on the additional structures/ stories with the existing electric, water, sanitary, and drainage sources. The Allottee(s)/Buyer(s) further agrees and undertakes that he shall after taking possession of the said Unit or at any time thereafter, not object to the Promoter constructing or continuing with the construction of the other building(s)/ blocks outside/ adjacent to the said project or inside the said project/ said Land or claim any compensation or withhold the payment of maintenance and other cost, as and when demanded by the Promoter, on the ground that the infrastructure required for the said Project is not yet complete. Any violation of this condition shall entitle the Promoter to seek remedies provided under this Builder Buyer Agreement in cases of breach, non-payment, defaults, etc.

- 1.33 Notwithstanding anything contrary contained in the present agreement, it is clearly understood by the Allottee(s) that pursuant to allotment and even after the execution of sale deed, exclusive leasing right of the said unit shall be with the Promoter and right of the Allottee(s) with regard to the leasing shall be subject to this clause. Promoter will have an exclusive and unfettered right to lease out the said unit once the same constructed fully.
- 1.34 The Promoter alone shall be entitled to obtain the refund of various securities deposited by it during the construction of the said Project with various Governmental/ Local Authorities for electric, sewer connection, or for any other purposes.
- 1.35 The roof rights of the Project shall remain with the Promoter. The Allottee(s)/Buyer(s) shall have no objection if the Promoter gives on lease or hire any part of the roof / terraces above the top floor for installation and operation of antenna, satellite dishes, communication towers, etc. (b) No further construction/ modification are permissible to the Allottee(s) anywhere in the Unit.
- 1.36 The Allottee(s) shall not do or permit anybody to do the following acts:
- a) To open/ operate a Wine Shop or Raw Meat Shop without written permission of the Promoter.
 - b) To store in the Unit any goods, which may be of combustible nature or which are so heavy as to affect the construction or the structure of the Unit or any part thereof.
 - c) To do anything in or about the said Unit which may tend to cause damage to any flooring or ceiling or any Unit over/ below or adjacent to his Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
 - d) To demolish the Unit or any part thereof or to make any additions or alterations of whatever nature to the said Unit or any part thereof.
 - e) To close ground space or common passages or common corridors even if particular floor/ floors are occupied by the same Allottee(s).
 - f) To make any alterations in any elevations and outside color scheme of the exposed wall of the verandah or any external wall, or both the faces of external doors and windows of the Unit to be acquired by him, which in the opinion of the Promoter differ from the color scheme of the Project.
 - g) To put up any name or signboard, publicity or advertisement material outside his Unit or anywhere in the common areas without prior permission of the Promoter or his nominee in writing.
 - h) To make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse, anywhere save and except at areas/ places specifically earmarked for the purposes in the said Project.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule D**] through A/c payee cheque/demand draft/bankers' cheque, NEFT, RTGS or online payment (as applicable) in favour of "Trisol RED Developers LLP" payable at Ghaziabad, Uttar Pradesh.
- 2.2 It is further clarified that the Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee(s), and such third party shall not have right in the Allotment of the said Unit. The Allottee(s) further agrees that in case he make any payment towards the said Unit from any third party account, then he/they shall ensure that there would be no claim by such third party in the said Unit against the payment made from third party account and the Allottee(s) further agrees that the Promoter shall not be liable or responsible for any transaction between such third party and Allottee(s) in any manner whatsoever. In the event, the Allottee(s) makes any payment through any third party account then hereby agree to submit a declaration signed by such third party to the Promoter and upon receipt of such declaration from the third party and on realization of payment, the Promoter shall proceed to issue receipt of such payment made by the Allottee(s) from third party account. The Allottee shall provide the declaration stating- In the event of termination for any reason whatsoever, I/we

shall not claim any amount more than the sum paid through account payee cheque, demand draft, pay order, NEFT, RTGS and/or through electronically in favour of the Promoter. That I/we shall pay any or all the payment against the sale consideration through account payee cheque, demand draft, pay order, NEFT, RTGS and/or through electronically duly delivered in the name of the Promoter. I shall not make any payment through any other mode. In case the payment is made through any other mode, then in such an eventuality, the Promoter shall not be held responsible for the said amount.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and other rules and regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement, shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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(s) and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS OF THE ESSENCE

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be. Similarly, the Allottee(s) shall make timely payments of the installment and other subject to the simultaneous completion of construction by the Promoter as provided in **Schedule D ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/UNIT

- 6.1 The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, Payment Plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities as set out in the **Schedule F**. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, floor area ratio (FAR) and density norms and provisions prescribed by the Ghaziabad Development Authority (GDA) and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. It is further understood and agreed by Buyer that the area of the said Unit given in this Agreement is tentative and subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Promoter which may result in change (decrease/increase) in the area of the said Unit, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed on completion of the Project. In case of increase in the allotted area of the said Unit, that its agreed between the parties if the area of the unit increase up to 10% than cost will be charged at the allotment rate or if its increased more than 10% than that of access area will be charged at the prevailing rate at the time of handing over the possession and the same process will apply in case of decrease of the area.

6.2 Fit-out Period

That although all the major construction of the Unit will be completed, the final touch will be done during the "**Fit out Period**". It has been experienced that if the final touch to any Unit has been given and the possession delays as the Allottee(s) do not

proceed with the possession, the said finished Unit deteriorates with the span of time. Therefore, the concept of Fit-out Period has been adopted and is being applied. The final touch, which will take 30 (thirty) to 60 (sixty) days from issue of No Due Certificate for an individual Unit and the owner(s)/ Allottee(s) may get these final installations done in his/her/their own presence, if desired so.

7. POSSESSION OF THE UNIT

7.1 Schedule for possession of the said Shop/Unit: The Promoter agrees and understands that timely delivery of possession of the **Shop/Unit** to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter shall endeavour to hand over possession of the **Shop/Unit** along with ready and complete common areas with all specifications, amenities and facilities of the Project within the timeline mentioned in clause 1.28 above unless there is a force majeure event.

7.2 Procedure for taking possession: The Promoter, upon obtaining the completion certificate*/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Unit/Plot to the Allottee(s) in terms of this Agreement to be taken within 3 (three) to 4 (four) months from the date of issue of completion certificate/occupancy certificate (as applicable)

[Provided that, in the absence of applicable law, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within 4 (four) months from the date of issue of completion certificate/occupant' certificate (as applicable)]. 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(s), after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the Unit/Shop, as the case may be, to the Allottee(s) at the time of conveyance of the same.

7.3 Failure of Allottee(s) to take possession of Unit: Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in para 7.2, such Allottee(s) shall be liable to pay to the Promoter holding charges at the rate of Rs. 100/- per month per sq. ft. of carpet area for the period beyond 3 (three) months till actual date of possession in addition to maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee(s): After obtaining the completion certificate/occupancy certificate (as applicable) and handing over the physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, as per the applicable law.

[Provided that in the absence of any applicable law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, with in 30 (thirty) days after obtaining the completion certificate/occupancy certificate (as applicable).

7.5 Cancellation by the Allottee(s): The Allottee(s) have the right to cancel/withdraw their allotment in the Project:

- a) In case of cancellation/withdrawal before execution of allotment/agreement for sale without any fault of the Promoter, the Promoter herein is to deduct/charge admin charges of Rs. 30,000/- to the applicant.
- b) Provided that where the Allottee(s) proposes to cancel/ withdraw from the Project after 30 (thirty) days from the receipt of the first instalment of the booking amount without any fault of the Promoter, the Promoter herein is entitled to cancel the allotment of the said Unit/Shop, terminate this Agreement in respect of the said Unit/Shop and forfeit the:
 - (i) Booking Amount paid for the allotment,
 - (ii) Interest liabilities on delayed payment payable by the Allottee(s),
 - (iii) Interest /costs paid by the Promoter in respect of the brokerage paid/ payable by the Promoter to the channel partner.
- c) The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee(s) within 45 (forty - five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Unit/plot or at the end of 1(one) year from the date of cancellation/withdrawal by the Allottee(s), whichever is earlier.
- d) In all the cases of cancellation/ surrender etc, the Allottee(s) agrees that he/she/they shall not have any rights, claims

against the Promoter after refund of the money paid to the Allottee(s) and the Promoter shall be released and discharged from all the obligations and liabilities under this Agreement.

- 7.6 **Compensation:** The Promoter shall compensate the Allottee(s) 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 compensation under this section 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 Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due: Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within 45(forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 8.1 The Parties hereby represents and warrants as follows:

- i. The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project,
- iii. There are no encumbrances upon the said Land or the Project.
- iv. There are no litigations pending before any court of law with respect to the said Land, project or the Unit,
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and 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 to be in compliance with all applicable laws in relation to the Project, said Land, Building, and Unit, and Common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land, including the Project and the said Unit/Shop which shall, in any manner, affect the rights of Allottee(s) under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas to the association of allottees or the competent authority, as the case may be;
- x. The Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Property,
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Unit, plot or Building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the association of allottees or the competent authority, as the case may be; and
- xii. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance,

order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of “Default”, in the following events:

- i. Promoter fails to provide ready-to-move-in possession of the Unit to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this paragraph, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above a non-defaulting Allottee is entitled to the following:

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter 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 Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% (one percent) unless provided otherwise under the Rules within 45(forty-five) days of receiving the termination notice: Provided that where the Allottee(s) does not intend to withdraw from the Project or terminate the agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within 45(forty-five) days of it becoming due.

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

- i. In case the Allottee(s) fails to make payments for 2 (two) -consecutive demands made by the Promoter as per Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% (one percent) unless provided otherwise under the Rules. The Promoter must not be in default in taking this benefit;
- ii. In case of Default by Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting brokerage amount and the interest liabilities and this Agreement shall there upon stand terminated. The Promoter must not be in default in taking this benefit. Provided that the Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT

The Promoter, on receipt of Total Price of the Unit as per Para 1.4 under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in the common areas within 3(three) months from the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the Allottee(s):

[Provided that, in the absence of applicable law, the conveyance deed in favour of the Allottee(s) shall be carried out by the promoter within 3(three) months from the date of issue of completion certificate/occupancy certificate (as applicable)]. However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID UNIT

- 11.1 The Promoter shall be responsible to provide and maintain essential Services in the Project till the taking over of the maintenance of the Project by the association of applicants upon the issuance of the completion certificate of the Project. The

cost of such maintenance for 1 (one) year from the date of completion certificate may be taken in advance at the time of possession of the Unit under the Project. The cost of maintenance shall be decided on the basis of (the services at the time of possession) and subject to periodic review. If the Allottee(s) fails and/ or neglects to pay his/ her share of the maintenance and replacement charges at the time of possession of Unit, for such common facilities and common services as provided for in this Agreement and the maintenance agreement (if any), the Allottee(s) or anyone else lawfully claiming through or under the Allottee(s) shall not be entitled to make use of such common facilities and services for the reason that regular payment of such maintenance and replacement charges is a condition precedent for making use of such common services and facilities.

11.2 The Allottee(s)/Buyer(s) agrees to pay to the Promoter interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Allottee(s)/Buyer(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The Allottee(s)/Buyer(s) hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Promoter/ the Maintenance Agency from the date of commencement of maintenance services by the Promoter/ the Maintenance Agency in the said Project, whether they said Unit is physically occupied by the Allottee(s)/Buyer(s) or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Allottee(s)/Buyer(s) hereby authorizes the Promoter/ Maintenance Agency to consider the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Unit and further the Allottee(s)/Buyer(s) hereby authorizes the Promoter/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Promoter/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and hereby agrees that the Promoter/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, the Allottee(s)/Buyer(s) hereby agrees to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non- payment of maintenance charges within the time specified, the Allottee(s)/Buyer(s) shall pay maintenance charges along with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle the Allottee(s)/Buyer(s) to the enjoyment of common services including electricity, water etc.

11.3 The Project shall be maintained and upkeep by an independent entity called the maintenance agency, which shall be independent and shall be responsible for up keeping and maintenance of the Common Areas and Facilities in the Project building throughout its life in terms of the Maintenance Agreement.

11.4 (a) The Allottee(s) hereby agrees, undertakes and assures the Promoter and the Maintenance Agency that the Allottee(s) shall not encroach upon any part of the common area/roof/terrace of the said Project or upon the adjoining Units of the said Unit either by erecting or constructing any structure or by installing/putting/keeping any kind of material, machine, equipment, fixture (temporary or permanent) thereupon which may or may not hinder/obstruct the use of common areas. In case the Allottee(s) encroaches upon any part of the common area of the said Project or upon the adjoining Units of the said Unit by erecting or constructing any structure or by installing/ putting/ keeping any kind of material, machine, equipment, fixture (temporary or permanent) thereupon, the Promoter/Maintenance Agency is authorized to remove or shift or demolish, as the case may be, such erection or fixture or installation and the Promoter/Maintenance Agency shall raise expense bill to the Allottee(s) towards the cost of such demolition/removal/shifting along with any other concurrent/ consequential expense/loss incurred by the Promoter/Maintenance Agency/other allottees/occupiers of other Units which the Allottee(s) hereby agrees and undertakes to pay to the Maintenance Agency within 7 days of receipt of such Bill. The Promoter/Maintenance Agency shall not be responsible for any kind of loss/ damage caused to any machine/ installation while removing/ demolishing the same or consequential thereupon. said Project Building may be insured against fire, earthquake, riots and civil commotion, militant action etc. by the Promoter or the maintenance agency on behalf of the Allottee(s)'s and the cost thereof shall be payable by Allottee(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each Unit shall be insured by the Allottee(s) at his/her own cost. The cost of ensuring the Project building structure shall be recovered from the Allottee(s) as a part of total maintenance charges and the Allottee(s) hereby agrees to pay the same. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Unit or any part of the said Project building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

11.5 The service areas, if any, as may be located within the said Project, as the case may be, shall be earmarked by the Promoter to housekeeping services including but not limited to Solar Power Plant, Electric Sub-station, Transformer, DG set rooms, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment etc. and other permitted uses as per Project Plans. The Allottee(s) shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Promoter or the maintenance agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Agreement by the Allottee(s).

11.6 The fire-fighting equipment, pollution control devices and/ or preventive measures may be installed by the Promoter in the common area if required by any law/ byelaws, order or directions or guidelines of the Government/ any Statutory Authority/ Body or if deemed necessary by the Allottee(s) and the costs thereof shall be chargeable extra from the Allottee(s) on pro-rata

basis. Further, the Allottee(s) hereby agree to pay the cost for the individual electricity meter connection to his Unit to the Promoter on demand before the offer of possession of the said Unit.

12. DEFECT LIABILITY

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

Defect liability shall not cover Force Majeure situations. 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 Promoter shall co-operate with the purchaser in sorting out the issue. In case the Unit owner has made internal changes for the interior of the Unit and the layout of the Unit has been changed consequently, the Allottee(s)/owner shall not be entitled for the defect liability.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Promoter / maintenance agency /association of **Shop/Unit** owners shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of shop owners and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE OF BASEMENT AND SERVICE AREAS OF THE PROJECT

The basement(s) and service areas, if any, as located within the TRG The Mall 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 etc and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottee(s) for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNITS

15.1 Subject to Paragraph 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the 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 Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same. In a fit and proper condition and ensure that the support, shelter, etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee(s) further undertakes assures and guarantees that he/she would not put any sign board/nameplate, 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 change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the unit or place any heavy material in the common passage or staircase of the building. The Allottee(s) shall also not remove any wall including the outer and load bearing wall of the unit.

15.3 The Allottee(s) shall plan and distribute their electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s) and/or the maintenance agency appointed by the association of Allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.4 The Allottee(s) agrees that specifications shown in the brochure/ pamphlet/ advertisings etc. are indicative only and that the Promoter may on its own provide any additional/ better specifications and/or facilities other than those mentioned in the brochure/ pamphlet/ advertisings etc. due to technical or aesthetic reasons including due to non-availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Project/ said Unit.

15.5 The Allottee(s) acknowledges that the Promoter has already provided all information, clarifications as required by him/her and that he/she has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures advertisements,

representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Promoter, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the project, or the said Unit or size or dimensions of the said Unit, services to be provided to the Allottee(s), estimated facilities/amenities to be made available to the Allottee(s) or any other data and that he/she has relied only on data/matters/things as specifically represented in this Agreement and application and on his / her own judgment and investigation(s) in deciding to sign and accepts this allotment to purchase the said Unit. No oral or written representations or statements previously made shall be considered/construed to be part of this Agreement, and this Agreement is self-contained and complete in itself in all respects.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The Parties are entering into this Agreement for the allotment of a Unit with the full knowledge of all laws, rules, regulations, and notifications including without limitation Act applicable to the Project. That the Allottee(s) hereby undertakes that he/she shall comply with and carry out all the requirements, requisitions, demands and repairs at his/her own cost which are required by any competent Authority from time to time after he/she has taken over for occupation and use the said Unit.

17. ADDITIONAL CONSTRUCTION

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Unit/plot/Building and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit/plot/Building.

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

The Promoter has assured the Allottee(s) 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, U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2016 and the Act. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh/Development Authority.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) 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 30 (thirty) days from the date of its receipt by the Allottee(s) 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(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith shall be returned to the Allottee(s) without any interest or compensation whatsoever and after deduction of the booking amount, interest on the delayed payments and interest cost paid by Promoter in respect to brokerage paid payable to the channel partners.

21. FORCE MAJURE

21.1 The Promoter shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by act of God, fire, flood, explosion, virus infection, Lock Down, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Promoter. Further, the Promoter shall not be held liable for any delay in offer of possession of the said Unit to the Allottee(s)/Buyer(s) if the delay is caused as a result of any Act, Order, Rule, Notifications etc. of the Government or any competent Authority or due to delay in sanction of layout/ zoning plans/ grant of completion/ occupation certificate by the Competent authority or due to carrying out any alternate/additional

work demanded by the Allottee(s)/Buyer(s) in the said Unit at any point of time during development of the said Unit.

21.2 As per notification of UP-RERA dated 16/09/2023, if the Promoter obtained 4 (four) NOCs- (1) Electric Safety Certificate, (2) Fire Safety Certificate (3) Structural Engineers Certificate & (4) Lift Installation / Safety Certification and moved an application for obtaining OC/CC before competent authority and do not got any objection within 8 (eight) working days, then the project falls in the category of Deemed Completion project and Allottee(s) has to physical possession of flat and Promoter is not responsible to pay any penalty due to delay in possession. If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the **Shop/Unit**: Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter from the allotment within 120 (One hundred twenty) days from that date. The Promoter shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to shall not have any rights, claims etc against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the Project is developed in phases, it will be the duty of the Promoter to maintain those Common Areas and facilities which are not complete and handover all the Common Areas and facilities to the association of allottees once all phases are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottee(s).

21.3 If for force majeure reasons or for reasons beyond the control of the Promoter, the whole or part of the project is abandoned or abnormally delayed, no other claim will be preferred except that Allottee(s)/Buyer(s)'s money will be refunded on demand after compliance of certain formalities by the Allottee(s)/Buyer(s).

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

This Agreement may only be amended in writing with the consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/ 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 Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) 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(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

25.2 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.

26. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) 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 Unit bears to the total carpet area of all the Units in the Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the sub-registrar. Hence, this Agreement shall be deemed to have been executed at the Promoter's office.

30. NOTICES:

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by registered post at their respective addresses specified below:

Applicants- Mr/Mrs/Ms/. S/W/D/o Mr. R/O
Co- Applicants- Mr/Mrs/Ms/. S/W/D/o Mr. R/O
Co- Applicants- Mr/Mrs/Ms/. S/W/D/o Mr. R/O

M/s Trisol Red Developers LLP: (Promoter name)

B-92, Ground Floor, Sector-63, Noida-201301, Uttar Pradesh: (Promoter Address)

It shall be the duty of the Allottee(s) 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(s), as the case may be.

31. JOINT ALLOTTEES:

That in case there are joint allottees or Allottee(s), all communications shall be sent by the Promoter to the allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees.

32. GOVERNING LAW AND JURISDICTION

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force. Subject to clause 33, the Parties agree that the competent courts and tribunals at New Delhi, India, shall have exclusive jurisdiction with respect to the subject matter hereof.

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 Parties shall refer the dispute to be settled by arbitration to be held in New Delhi, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (or any statutory amendments thereof or any statute enacted for replacement thereof) and shall be referred to a sole arbitrator, appointed by the Promoter. The language of the arbitration shall be English. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the fees of the arbitrator, shall be borne by the Parties in the manner decided by the arbitrator. The award including interim award of the arbitrator shall be final and binding on the Parties concerned.

34. GENERAL

34.1 The Allottee(s)/Buyer(s) shall have no objection against the Promoter if the Promoter makes allotment of any space/floor in

- the said Project specifically designated for carrying out cafeteria/ Food court/any other allied purpose in favor of any other Allottee(s)/Buyer(s).
- 34.2 If the Promoter allots any floor/Space in the said Project in favor of Allottee(s)/Buyer(s) which is specifically designated for carrying out cafeteria/Food Court/any other allied purpose, then:
- 34.3 Allottee(s)/Buyer(s) shall have to obtain all licenses, statutory permissions and approvals required for running, operating and establishing the Food Court in the Premises.
- 34.4 Allottee(s)/Buyer(s) shall have to observe and comply with the rules, regulations and bye-laws of the Municipal Corporation of Ghaziabad, Ghaziabad Development Authority, concerned District/State/City or any statutory authority.
- 34.5 All the staff employed in the Food Court shall be the employees of Allottee/Buyer/vendor/Vendor Promoter and the Promoter shall not be liable for any claims/liability/disputes arising out of their employment.
- 34.6 Allottee(s)/Buyer(s) shall not employ any employees who is minor under the Indian Majority Act or any other Act prevailing in India and further agrees that it will comply all the provision of Labor Law and other prevailing laws in India for its Commercial Operation of Food Court in the said Premises during the entire term or the extended term of the Builder Buyer Agreement and shall always keep the Promoter indemnified for the same.
- 34.7 Allottee(s)/Buyer(s) agrees to comply with all the requirements of law related to Shops and Establishments Act, Prevention of Food Adulteration Laws, Labor Laws, ESIC, Provident Fund etc. and other statutory provisions governing its business in the Premises during the entire term or the extended term of the Builder Buyer Agreement.
- 34.8 The Allottee(s)/Buyer(s) will be entitled to of the said Unit only after all the amounts payable under this Builder Buyer Agreement are paid and the Conveyance/Sale Deed in respect of the said Unit is executed and duly registered with the Registrar/ Sub-Registrar concerned.
- 34.9 After taking possession of the said Unit by the Allottee(s)/Buyer(s), if any addition or alteration in or about or relating to the said Unit are required to be carried out by the government or Local Authorities or in pursuance of any statutory requirement, the same shall be carried out by the Allottee(s)/Buyer(s) in co-operation with the other Allottee(s)/Buyer(s) in the said Project at its own cost and expenses and the Promoter shall not be in any manner liable or responsible for the same. Any alteration or addition in the said Unit shall be carried out by the Allottee(s)/Buyer(s) after getting the plans thereof sanctioned from the concerned authorities.
- 34.10 The Allottee(s)/Buyer(s) agrees to pay the said interest free Maintenance Security as per the schedule of payment given in Builder Buyer Agreement-A separate Maintenance Agreement between the Allottee(s)/Buyer(s) and the Promoter or its appointed Maintenance Agency will be signed at a later date.
- 34.11 The Allottee(s)/Buyer(s) hereby agrees to keep the Promoter/Maintenance Agency harmless and indemnified against all losses/damages/claims which may be caused or which may arise due to any act, conduct and/or negligence of the Allottee(s)/Buyer(s).
- 34.12 The said Project shall always be known as “TRG THE MALL” and the said names shall never be changed by the Unit Allottee(s)/Buyer(s) or anybody else.
- 34.13 The Promoter shall have the first lien and charge on the said Unit in the event failure of the Allottee(s)/Buyer(s) parting to interest therein for all its dues and/or that may thereafter become due and payable by the Allottee(s)/Buyer(s) to the Promoter under this Builder Buyer Agreement.
- 34.14 That the terms and conditions contained herein will remain in force even after execution of sale deed and the terms of sale deed shall be read in consonance with the terms and conditions contained herein.
- 34.15 That the terms and conditions contained herein shall be binding on the occupier of the said Unit and default of the occupier shall be treated as that of the Allottee(s)/Buyer(s), unless context requires otherwise.
- 34.16 Delay or indulgence by the Promoter in enforcing the terms of this Allotment/Builder Buyer Agreement or any forbearance or giving time to Allottee(s)/Buyer(s) shall not be construed as a waiver on the part of the Promoter of any breach or non- compliance of any of the terms and conditions of this Allotment/Builder Buyer Agreement by the Allottee(s)/Buyer(s) nor shall the same in any manner prejudice the rights of the Promoter.
- 34.17 In case the Allottee(s)/Buyer(s) has availed loan facility for purchase of the said Unit, s/he hereby covenants with the Promoter that after the execution and registration of Conveyance/Sale Deed of the said Unit, the Sale Deed shall be received by the Promoter on behalf of the Allottee(s)/Buyer(s) directly from the office of the concerned Registrar/ Sub-Registrar and shall be deposited with the concerned financier/ banker in accordance with the Banking/ financing Rules & Regulations.
- 34.18 Piped Gas Connection Charges, as and if applicable, shall be payable extra by the Allottee on or before Notice for Fit-Out of the Said Commercial Space/Shop/Premium Office/Unit is given by the Promoter as mentioned here in above.
- 34.19 Metro Charges, 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 Promoter, as the case may be, to the concerned Governmental/Local Authority/GDA as per the norms and rules of the concerned Authority.
- 34.20 Any request of the Applicant for availing Extra Electricity Load for the, Said Shop/Unit shall be considered by the Comp any at its sole discretion and on first come first serve basis subject to the availability of the balance Electricity Load out of the total Electricity Load as sanctioned by the Governmental or Statutory Authority.
- 34.21 Any request of the Applicant for availing Extra Power Back-up Load for the Said Shop/Unit shall be considered by the Promoter at its sole discretion 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 Promoter.
- 34.22 Stamp duty and registration, legal charges etc. shall be payable extra by the Applicant.
- 34.23 The Allottee(s)/Buyer(s) shall get his complete address registered with the Promoter at the time of booking and it shall

be his responsibility to inform the Promoter by Registered letter about all subsequent changes, if any, in her/his address. The address given in the application for Builder Buyer Agreement of said Unit shall be deemed to be the registered address of the Allottee(s)/Buyer(s) until the same is changed in the manner foresaid.

34.24 In case of joint Allottee(s)/Buyer(s), all communication shall be sent by the Promoter to the Allottee(s)/Buyer (s) whose name appears first and at the address given by him shall for all purpose be considered as served on all the Allottee(s)/Buyer(s) and no separate communication shall be necessary to the other named Allottee(s)/Buyer(s).

34.25 All letters, receipts, and/or notices issued by the Promoter or its nominee and dispatched Under Certificate of Posting/ Regd. / Speed Post/ Courier Service to the last address known to it of the Allottee(s)/Buyer(s) shall be sufficient proof of receipt of the same by the Allottee(s)/Buyer(s) and shall fully and effectually discharge the Promoter/nominee.

34.26 For all intents and purposes singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Allottee(s)/Buyer(s) is a joint stock Promoter, a firm, any other body corporate or organization or an association.

34.27 If at any stage this document requires to be registered under any law or necessity, the Allottee(s)/Buyer(s) binds himself and agrees to have the same registered through the Promoter in his favor at his cost and expenses and keep the Promoter fully absolved and indemnified in this connection.

IN WITNESS WHEREOF, the Parties hereinabove named have set their respective hands and signed this Agreement;

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Letter at NOIDA in the presence of attesting witness, signing as such on the day first above written.

Allottee(s):

(1) Signature _____

Name : **Mr./Ms.** **S/o / D/o.**
.....

Address :

(2) Signature _____

Name : **Mr./Ms.** **S/o / D/o.**

Address :

1st Applicant
Photograph Paste
& Cross Sign on
Photo

2nd Applicant
Photograph Paste
& Cross Sign on
Photo

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

M/s Trisol Red Developers LLP.

Address B-92, Sector-63, Noida-201301, Uttar Pradesh

At Noida on ____ in the presence of.

WITNESSES 1:

Signature _____

Name _____

Address _____

WITNESS 2:

Signature _____

Name _____

Address _____

SCHEDULE 'A' - DETAILS OF TITLE OWNERSHIP

SCHEDULE 'B' - DESCRIPTION OF THE UNIT/SHOP

SCHEDULE 'C' - FLOOR PLAN OF THE UNIT/SHOP

SCHEDULE 'D' - PAYMENT PLAN

SCHEDULE 'E' - SPECIFICATIONS OF THE PROJECT

SCHEDULE 'F' - LAYOUT OF THE PROJECT

SCHEDULE-A

DETAILS OF TITLE OWNERSHIP

Trisol Red Developers LLP (LLPIN No. ACA-7651) has been granted full and exclusive rights to develop, construct, market, and sell units on Khasra No. 77MI, located in Village Dunda Hera, Tehsil Ghaziabad, District Ghaziabad (“Said Land”) by virtue of a Consortium Agreement dated March 18, 2025, executed with the original landowners (as listed therein) and an Irrevocable Power of Attorney titled “Authorization, Consent, and Declaration” dated 2nd June 2023 granted by the said landowners in favor of the Promoter, as set out in this Schedule A. These instruments collectively confer upon the Promoter the absolute authority to enter into this Agreement and to sell, transfer, or otherwise dispose of the units constructed on the said Land, including the Shop/Unit described herein, to the Allottee(s) without any further consent or approval from the original landowners.

SCHEDULE-B

DESCRIPTION OF THE UNIT/SHOP

PROJECT	:	TRG The Mall
RERA NO.	:	UPRERAXXXXXXX
SHOP/UNIT No.	:	UGF-01
CARPET AREA	:	xxx Sq Ft
BUILD UP AREA	:	xxx Sq Ft
SALEABLE AREA	:	xxx Sq Ft
DIMENSION OF SHOP/UNIT	:	Length xx Sq Ft
	:	Width xx Sq Ft
TOTAL COST OF SHOP/UNIT	:	Rs 45,00,000
SPECIFICATION	:	1KVA (Power Backup) include in above cost.
		3KVA (Electric Connection) include in above cost.

Note: -

1. The total load of 01 Ton for DX system is included in the above cost.
2. One Year Maintenance charges/fixed & Variable Charges, and Dual meter charges shall be charged extra at the time of possession.
3. IFMS @100/- per sq. ft. will be charged at the time of Possession.

SCHEDULE-C

FLOOR PLAN OF THE UNIT/SHOP

SCHEDULE-D

Promoter Name: Trisol RED Developers LLP
Location Name: Ghaziabad

PAYMENT PLAN
(TRG The Mall)

LLP No: ACA-7651
Print Date: xx-xx-xxxx

Customer Code	
Customer Name	
Co-Applicant	
Floor	
Shop No	
Area	
Rate	
Type	
Payment Plan Name	
Basic	

Sr. No	Instalments	Charge	Amount*	Total Amount*
1	At the time of booking	Basic ----- Other Charges		
2	1 st instalment within 30 days from booking	Basic ----- Other Charges		
3	2 nd instalment on completion of structure	Basic ----- Other Charges		
4	3 rd instalment on apply of OC/CC	Basic ----- Other Charges		
5	On offer of possession	Basic ----- Other Charges ----- IFMS Charge		
		TOTAL CONSIDERATION		

*The above figures does not include GST and will be charge extra as applicable.

SCHEDULE-E

SPECIFICATIONS OF THE PROJECT

SCHEDULE-F

LAYOUT OF THE PROJECT