

AGREEMENT FOR CONVEYANCE/LEASE OF SHOP

This Agreement for Conveyance/Lease ("**Agreement**") executed on this _____(Date)_____ (Month), 20____,

By and between

[If the promoter is a company]

_____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____ (PAN-_____) represented by its authorized signatory _____ (Aadhar No. _____) authorized vide board resolution dated _____ hereinafter referred to as the "Promoter"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assign).

[OR]

[If the promoter is a partnership firm]

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

[OR]

[If the promoter is an Individual]

AND [If the Allottee is a company]

_____, (CIN _____ No. _____) a company incorporated under the provisions of the companies Act, [1956 or 2013, as the case may be], having its registered office at _____,

(PAN _____), represented by its authorized signatory, _____, (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership Firm]

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

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____ (Aadhar No. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heir, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, Aadhar No. _____) son of _____ aged about _____ for self and as the karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be

deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

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

DEFINITIONS:

For the purpose of this Agreement for Conveyance /Lease, unless the context otherwise requires,-

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- (b) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority
- (c) "**Common Areas**" shall mean all the areas specified as 'Common Areas' in Schedule E to this Agreement. It is clarified that the basements, kiosk area, and external area for road-widening, etc. shall not form part of the Common Area.
- (d) "**Government**" means the Government of Uttar Pradesh.
- (e) "**Rules**" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (f) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (g) "**Section**" means a section of the Act.

WHEREAS:

- A. The Promoter is the and lawful perpetual lessee of [khasra nos./ survey nos.] [Please insert land details as per local laws] _____ Totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ ("said Land") vide Deed(s) dated 14.07.2008, 24.07.2008, and 26.07.2008, registered as Book No. 1, Jild No. 6294, Pages 73/206, S.No. 6443, dated 14.07.2008, Book No. 1, Jild No. 6323, Pages 367/472, S.No. 6932 dated 24.07.2008, and Book No. 1, Jild No.

6331, Pages 267/418, S.No. 7077, dated 26.07.2008 at the office of the Sub-Registrar;

- B. The lawful and absolute owner of the said Land, i.e. Sri Sitaramji Maharaj Virajman Mandir, Sarai Dubey, Aligarh Trust (“said Trust”), has leased the said Land in perpetuity, along with rights to construct, sub-let, assign, and transfer. In view thereof, the Promoter, who has been sub-leased the said Land, is entitled to sub-let, assign, and transfer the said Land (or any part thereof) in favour of any person/entity, subject to payment of Nazrana amount of Rs. 2,100.00 (Rupees Two Thousand One Hundred Only) to the said Trust.
- C. The Said land is earmarked for the purpose of building a [residential cum commercial project, comprising _____ multistoried apartment buildings and [Insert any other components of the Project] and the said project shall be known as _____ (“Project”);
- D. 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.
- E. The _____ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration No. _____.
- F. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also shops, plot or building, as the case may be, from _____ [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plan except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on _____ under registration No. _____.

- H. The Allottee had applied for a Shop in the Project vide application No. _____ dated _____ and has been allotted Shop No. _____ having carpet area of _____ square meters (.....square feet), type _____ on _____ floor in [tower/block/building] No. _____ ("**Building**") and of pro rata share in the common areas ("**Common Areas**") as defined hereunder (hereinafter referred to as the "Shop" more particularly described in **Schedule A** and the floor plan of the Shop is annexed hereto and marked as **Schedule B**);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligation detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notification, 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 convey / transfer and the Allottee hereby agrees to purchase / acquire all rights and interest in the Shop, as specified in para H.

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

1. TERMS:

- 1.1 Subject to the term and conditions as detailed in this Agreement, the Promoter agrees to transfer and convey to the Allottee and the Allottee hereby agrees to purchase and acquire all of the Promoter's rights, title, and interest in the Shop as specified in Para H.

- 1.2 Both the parties confirm that they have read and understood the provisions of section- 14 of the Act.
- 1.3 The Total Price for the Shop based on the carpet area is Rs. _____(Rupees _____ only ("Total Price") (***Give break up and description***):

Block/Building/Tower No. _____

Shop No. _____ Rate of Shop Rs _____ Per square meter (Rs. _____ per square foot)

Type _____

Floor _____

Carpet Area _____

Total price (in rupees)

Schedule showing the breakup of the amounts such as cost of plot, proportionate cost common Areas, taxes and maintenance as per Para 11 etc, if/as applicable is attached as Schedule - _____.

The Total Price of Shop includes recovery of value of land, construction of [not only the Shop but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Shop, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Shop and the Project.

- 1.4 The Total Price includes booking amount paid by the Allottee and 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 to the Allottee. The Total Price is escalation-free, save and

except increases which the Allottee 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, or due to increase in government rates, taxes, cesses etc. or any other additional demand or liability created by the Government Authority for any reason. If any provision of the existing and future laws, guidelines, directions etc. of any government or competent Authorities made applicable to be Promoter in relation to be project requiring the Promoter to provide additional devices or equipment or provisions in the project, the same also be borne and paid by the Allottee in proportion to the area of his Shop as and when demanded by the Promoter. The Promoter undertakes and agrees that while raising a demand in the eventuality of the aforesaid, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments:

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.

Provided further that the Allottee specifically agrees to pay directly or if paid by the Promoter, then reimburse to the Promoter on demand, all government charges, taxes, levies by whatever name called in future on the Land or the Shop as the case may be, as assessable/ applicable from the date of allotment of the Shop and the same shall be borne and paid by the Allottee in proportion to the super area of the Shop. If such charges are increased {including with retrospective effect} after the execution of the Conveyance Deed, then such charges shall be treated as unpaid consideration of the Shop and the Promoter shall have the first charge/ lien on the said Shop for recovery of such charges from the

Allottee.

- 1.5 The Allottee confirms to have satisfied in respect of all documents and records relating to the Project Land and the Project, including, relevant Approvals and Plans thereof, including the rights of Promoter to develop the said Land and allot the Shop and cause the transfer thereof.
- 1.6 The Allottee agrees and undertakes to deliver to the Promoter, an original TDS Certificate, before the expiry of seven (7) Days from the date of each payment of TDS made by the Allottees. Without prejudice to non-payment of TDS, and/or the non-delivery of TDS Certificate/s as aforesaid, being an Allottees Event of Default, the Allottees shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS along with Interest, on or before the Date of Offer of Possession. On the Allottees producing the TDS Certificate and the Promoter receiving the credit for the TDS. The deposit amount shall be refunded after deducting Interest therefrom in respect of for the period of delay in payment of TDS by the Allottees to the Government.
- 1.7 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("**Payment Plan**").
- 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 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which conveyance is effected) in respect of the Shop, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.9 The Promoter shall conform to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Shop, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.3 of this Agreement.
- 1.10 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Shop as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Shop :
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Shop includes recovery of value of land, construction of [not only the Shop but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Shop, water line

and plumbing, finishing with paint, flooring, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as per Para 11 etc.) and includes cost for providing all other facilities, amenities and specifications to be provided within the Shop and the Project. The Promoter has clearly disclosed the taxes and other charges payable as prescribed in the Payment Plan. The maintenance charges are to be paid by the Allottee to the Promoter in addition to the amount mentioned in the Payment Plan.

- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Shop, as the case may be. However, the said visit will be subject to the Allottee adhering to all safety and security conditions as stipulated by the Promoter during the visit.

1.11 It is made clear by the Promoter and the Allottee agrees that the Shop shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities for commercial units, other than commercial units and those declared as independent areas in deed of declaration, shall be available only for use and enjoyment of the Allottees of the Project.

1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the Shop to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to

pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Shop to the Allottees, 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.

- 1.13 The Allottee has paid a sum of Rs. _____ only) as booking amount being part payment towards the Total Price of the Shop at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Shop as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

- 1.14 The Allottee agrees that the specifications shown in the brochure/pamphlet/advertisement are indicative only and the same may be changed due to technical or aesthetic reasons, including non-availability of certain material of acceptable quality and price, or for reasons of overall betterment of the project, which cost shall be additionally paid by the Allottee in proportion to the carpet area of his Shop.

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/conveyance/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Shop applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee 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 Shop , if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

- 5.1 The Promoter shall abide by the time schedule for completing the Project and towards handing over the Shop to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("**Payment Plan**"). If any time period specified herein is extended in writing by the Promoter in its discretion or due to any reason whatsoever, such time period shall also be of essence to this agreement. The Allottee agrees that the Promoter is under no obligation to send reminders for the payments and if the payment is not received by the Promoter as per the Payment Plan or if there is any breach of the terms of this agreement, then the allotment may be cancelled.

6. CONSTRUCTION OF THE PROJECT/ SHOP:

- 6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Shop and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities

and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the [***Please insert the relevant State laws***] and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SHOP:

- 7.1 Schedule for possession of the said Shop - The Promoter agrees and understands that timely delivery of possession of the Shop to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. It is clarified that areas specified as independent areas in the Deed of Declaration, including basements, kiosk area, external area for road-widening, etc. shall not constitute as 'Common Areas' and will not be required to be handed over to the Association. The Promoter assures to hand over possession of the Shop along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, or due to any order or direction passed by the Government, authority, or any court of law, or due to strikes, lockouts, shortage of labour / resources, or due to any reason outside the control of the Promoter ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Shop; Provided that such Force Majeure conditions are not of a nature which make it Impossible for the contract to be implemented.

The Allottee agrees and confirms that, in the event it 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 the entire amount received

by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and 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 RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

- 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 Shop, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable). The Promoter may, at its sole discretion, give limited possession of the Shop to the respective Allottee(s) for limited purpose of fit-outs, etc. before obtaining completion certificate/occupancy certificate.

Provided that, in the absence of Applicable Law and regulations, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/ occupancy certificate (as applicable). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, 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 Shop, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Shop - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Shop 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 Shop to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2. Notwithstanding anything to the contrary stated in this Agreement, in the aforesaid event of default of the Allottee, the Allottee shall also be liable to pay maintenance charges in common with other Allottees of the Project as maybe applicable in proportion to the carpet area of such Shop which shall be over and above the Total Price.

7.4 **Possession by the Allottee** - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Shop to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law or regulations:

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, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable). The Promoter may, at its sole discretion, hand over part possession for the purpose of fit-outs before obtaining completion certificate.

7.5 **Cancellation by Allottee**

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

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

- 7.5.2 The Allottee: (i) shall ensure that on or after taking possession of the Shop, his/her/their/its interior works in the Shop do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Project, and (ii) undertake/s not to cause any damage or disruption to the Shop and/or the Project or any part of thereof or on the Said Land, and in the event any damage or disruption is caused, the Allottee agrees and undertakes to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee also accepts acknowledges that as on the Date of Offer of Possession, the construction works in the Shop shall have been completed, but that there shall or may be project development and construction works ongoing at such time, including in respect of the Common Areas.
- 7.5.3 The Allottee agrees that unless the conveyance-deed is executed and registered the Promoter shall have full authority over the Shop and all amounts paid by the Allottee shall merely be a token payment for purchased of the Shop and shall not give the Allottee any lien or interest on the respective Shop.
- 7.5.4 The Allottees are not entitled to get the name of his nominee substituted in his place without permission of the Promoter, including death cases and transfer within family members as well,

which permission may be subject to payment of administrative charges as may be decided by the Promoter.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Shop (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee 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 Shop , with interest at the rate of MCLR + 1%, within forty-five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate of MCLR + 1 % till the handing over of the possession of the Shop , which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

- 8.1 The [Promoter] has clear and marketable perpetual leasehold rights 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;

- 8.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 8.3 There are no encumbrances upon the said Land or the Project;
- 8.4 There are no adverse litigations pending before any Court of law or Authority with respect to the said Land, Project or the Shop;
- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Shop 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 Law in relation to the Project, said Land, Building and Shop and Common Areas;
- 8.6 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, and interest of the Allottee created herein, may prejudicially be affected;
- 8.7 Except as mentioned herein, the Promoter has not entered into any agreement for conveyance/lease 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 Shop which shall, in any manner, affect the rights of Allottee under this Agreement;
- 8.8 The Promoter confirms that the Promoter is not restricted from conveying / transferring / assigning / sub-leasing the said Shop to the Allottee in the manner contemplated in this Agreement;
- 8.9 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Shop to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be;
- 8.10 The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

- 8.11 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 Shop, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- 8.12 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 Shop to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Shop shall be in a occupiable 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 stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Shop, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. within forty-five days of receiving the termination notice:

Provided that where an Allottee 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 Shop, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for 2 (two) -consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel

the allotment of the Shop in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit;

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID SHOP:

The Promoter, on receipt of Total Price of the Shop as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey / transfer / assign the entire leasehold rights, in perpetuity, over the Shop together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the Occupancy certificate as the case may be, to the Allottee:

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

11. MAINTENANCE OF THE SAID BUILDING/SHOP / PROJECT:

- 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 Shop Owners upon issuance of the completion certificate of the Project. The cost of such maintenance shall be payable by the Allottee and such cost shall be over and above the Total Price of the Shop. The Promoter shall collect maintenance deposit based on actual expenditure + 10%. The Promoter will pay the balance amount available with it

against the maintenance charge to Association of Shop Owners once it is formed.

- 11.2 The Allottee shall also be liable to pay a Maintenance Deposit of Rs. _____ to the Promoter before handing over possession of the Shop.
- 11.3 The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter / the Association of Allottees/ the Maintenance Agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement and payment of Maintenance Deposit shall be a condition precedent for handing over possession of Shop by the Promoter and also for executing the Conveyance/sub lease Deed of the Shop.
- 11.4 In addition to the rights of the Association of Allottee(s) / Promoter's/ Maintenance Agency's rights of unrestricted access of all Common Areas and Facilities for providing maintenance services, the Allottee to permit the Promoter or the Maintenance agency or their authorized personnel / workers to enter into the Shop or any part thereof, after due notice and during the normal working hours, to inspect the Shop and/or to carry out any repair work relating to construction / development that may be impacting the Shop or the adjoining Shop or the Building / the Common Areas. The Allottee/s agrees and undertakes that either itself or through the Association, it shall not carry out any unauthorized maintenance or usage of common areas.
- 11.5 All without limitation costs, charges and expenses in respect of the formation and registration of association of Shop owners shall be borne and paid by the Allottee/s/ Shop owners and the Promoter shall never be held responsible or liable for the same. In case of default by the Allottee in complying with the aforesaid for any reason whatsoever, the Promoter shall not be held liable for any

delay in the formation and registration of association of Shop owners.

- 11.6 In the event Association of Allottees is not formed within 1 (one) year of completion certificate, the Promoter shall be entitled to collect from the Allottees an amount equal to the amount of maintenance as per Cl. 11.1 above, + 10% in lieu of price escalation for the purpose of maintenance for the next 1 (one) year and so on.

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 agreement for conveyance/lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the promoter to give possession to the allottee, 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE SHOP FOR REPAIRS:

The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Shop 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:

Use of Service Areas: The service areas, if any, as located within the _____(project name), shall be earmarked for 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 shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE SHOP:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Shop 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 Shop, 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 Shop and keep the Shop, 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 Except upon the designated areas, the Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Shop or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Shop.

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building 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 Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Shop .

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the

Allottee. 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, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Shop and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Shop, in case of a transfer, as the said obligations go along with the Shop for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan

[Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

26. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the

provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. 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, in simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at after the Agreement is duly executed by the Allottee and the Promoter or _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____

28. NOTICES & COMMUNICATIONS:

That all notices to be served on or any communications to be made with the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post or email address as specified below:

_____ Name of Allottee

_____ (Allottee Address)

_____ (Email Address)

_____ (Phone No.)

M/s _____ Promoter name

_____ (Promoter Address)

_____ (Email Address)

_____ (Phone No.)

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

29. ADDITIONAL COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

- 30.1 The Allottee is fully and completely informed and is aware that all informative materials, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.
- 30.2 The show/sample Shop /unit including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting and illustrating a possible option of the design and layout of the Shop /unit. The Promoter is not liable or obligated to provide the Shop as per show/sample Shop /unit with furniture, items, electronic goods. amenities etc. therein.
- 30.3 Notwithstanding that the Allottee may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Shop, and/or the Allottee/s has/have mortgaged, or will mortgage the Shop with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoter shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the

Indemnified Parties of, from, and against, all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks/financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always have first lien and charge over the Shop in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Shop shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.

- 30.4 The Allottee/s has/have gone through the representations made by the Promoter on the website of the Government Authority as required by Act and shall keep himself/herself/themselves/itself updated with all the matters relating to the Project that the Promoter will upload from time to time.
- 30.5 The Allottee hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Promoter, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee, or his/her/their/its customers/patrons, guests, servants, employees, workers, agents, representative/s and any person/s occupying or entering upon the Project including any persons visiting the Allottee/s or his/her/their/its guests, customers/patrons, employees, vendors, or visitors or staff and all persons claiming through or under them or any of them.

- 30.6 The Allottee shall at no point in time have any objection to the Promoter developing or continuing with development of other Shops or other projects on the said Land as per the approved plans.
- 30.7 The stamp duty, registration fee, Nazrana amount to the Trust amounting to Rs. 2,100.00 (Rupees Two Thousand One Hundred Only) ("Nazrana Amount") and other charges for full execution of this agreement, conveyance deed, or any other document with respect of the Shop will be payable solely by the Allottee within such time period as may be required by the Promoter and the Allottee will be solely responsible for paying any deficient stamp duty and other charges to the Government Authorities, if a demand is raised by any Government Authority.
- 30.8 The terms and conditions as contained in this agreement shall be binding on the occupier of the Shop and default of the occupier shall be treated as that of the Allottee.
- 30.9 The inclusion of common areas in the computation of Total Price does not give any right in title therein to the Allottee to sell the same independently.
- 30.10 The visitors/guests/customers/vendors/staff/etc. of the Allottee/occupants of the Shops shall park their vehicles only in the 2 (two) out of 3 (three) designated basement parkings and it shall be the duty of the Allottee to ensure compliance of the same.
- 30.11 The Allottee undertakes to pay the charges for electrification/ electricity connection on pro rata basis to the Promoter before taking physical possession of the Shop including charges for electricity cables, meter, statutory and government charges, security deposits. Similarly, the Allottee also undertakes to pay to the Promoter on pro rata basis charges and cost towards water and sewer connection as well as sewage treatment plant, and also proportionate charges for provision of any other items/ facilities/ specifications not mentioned herein as may be required by any

authority or as may be deemed necessary an appropriate by the Promoter.

30.12 The default in making payment as per this agreement by any of the Allottee (in case of allotment in joint names) shall be treated as default by all the Allottees and they will be jointly and severally liable and responsible for all the consequences thereof.

30.13 In case of payments by cheque/demand draft, the date of clearance of the same will be considered as the date of payment. If a cheque is dishonored for any reason, the same will call for payment of administrative charges of Rs. 5,500 to be paid by Allottee to the Promoter for each such event of the dishonor. The Allottee agrees that the acceptance of such payment with administrative charges is without prejudiced to any other rights of the Promoter.

30.14 That the Allottee agrees that it will make its own arrangement inside the Shop for its servants /staff as they are not allowed to sleep or occupy the common areas, basements etc. within the Project.

30.15 That the Allottee agrees that the Developer shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee if the Promoter's rights under the allotment are likely to be affected or prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee agrees to keep the Promoter fully informed at all times in this regard.

30.16 If any provision of this agreement is determined to be void or unenforceable under any applicable law, only such provision shall be deemed to have been amended or deleted as far as it may reasonably be consistent with the purpose of this agreement and to the extent necessary to conform to the applicable law and the remaining part of their agreement shall remain valid and enforceable in law.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Shop, plot or building, as the case may be, prior to the execution and registration of this Agreement for Conveyance / Lease for such Shop, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Conveyance/Lease or under the Act or the Rules or the Regulations made there under.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion within 30 (thirty days), failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act.

Courts in Aligarh, Uttar Pradesh will have sole jurisdiction over all disputes pertaining to or arising from this Agreement.

AGREEMENT FOR CONVEYANCE/LEASE OF APARTMENT

This Agreement for Conveyance / Lease ("**Agreement**") executed on this _____(Date)_____ (Month), 20____,

By and between

[If the promoter is a company]

_____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____ (PAN-_____) represented by its authorized signatory _____ (Aadhar No. _____) authorized vide board resolution dated _____ hereinafter referred to as the "Promoter"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assign).

[OR]

[If the promoter is a partnership firm]

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

[OR]

[If the promoter is an Individual]

AND [If the Allottee is a company]

_____, (CIN _____ No. _____) a company incorporated under the provisions of the companies Act, [1956 or 2013, as the case may be], having its registered office at _____,

(PAN _____), represented by its authorized signatory, _____, (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership Firm]

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

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____ (Aadhar No. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heir, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, Aadhar No. _____) son of _____ aged about _____ for self and as the karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be

deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

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

DEFINITIONS:

For the purpose of this Agreement for Conveyance/Lease, unless the context otherwise requires,-

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- (b) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority
- (c) "**Common Areas**" shall mean all the areas specified as 'Common Areas' in Schedule E to this Agreement. It is clarified that basements, kiosk area, external area for road-widening, etc. shall not form part of Common Areas.
- (d) "**Government**" means the Government of Uttar Pradesh.
- (e) "**Rules**" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (f) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (g) "**Section**" means a section of the Act.

WHEREAS:

- A. The Promoter is the and lawful perpetual lessee of [khasra nos./ survey nos.] [Please insert land details as per local laws] _____ Totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ ("said Land") vide Deed(s) dated 14.07.2008, 24.07.2008, and 26.07.2008, registered as Book No. 1, Jild No. 6294, Pages 73/206, S.No. 6443, dated 14.07.2008, Book No. 1, Jild No. 6323, Pages 367/472, S.No. 6932 dated 24.07.2008, and Book No. 1, Jild No.

6331, Pages 267/418, S.No. 7077, dated 26.07.2008 at the office of the Sub-Registrar;

- B. The lawful and absolute owner of the said Land, i.e. Sri Sitaramji Maharaj Virajman Mandir, Sarai Dubey, Aligarh Trust ("said Trust"), has leased the said Land in perpetuity, along with rights to construct, sub-let, assign, and transfer. In view thereof, the Promoter, who has been sub-leased the said Land, is entitled to sub-let, assign, and transfer the said Land (or any part thereof) in favour of any person/entity, subject to payment of Nazrana amount of Rs. 2,100.00 (Rupees Two Thousand One Hundred Only) to the said Trust.
- C. The Said land is earmarked for the purpose of building a residential cum commercial project, comprising _____ multistoried apartment buildings and [Insert any other components of the Project] and the said project shall be known as _____ ("**Project**");
- D. 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.
- E. The _____ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration No. _____.
- F. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also apartment, plot or building, as the case may be, from _____ [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plan except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at _____ on _____ under registration No. _____.

- H. The Allottee had applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted apartment No. _____ having carpet area of _____ square meters (.....square feet), type _____ on _____ floor in [tower/block/building] No. _____ ("**Building**") along with garage / covered parking No. _____ admeasuring _____ square meters (_____ square feet) in the _____ , as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined hereunder (hereinafter referred to as the "Apartment" more particularly described in **Schedule A** and the floor plan of the apartment in annexed hereto and marked as **Schedule B**);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligation detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notification, 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 convey / transfer and the Allottee hereby agrees to purchase / acquire all rights and interest in the Apartment and the garage/covered parking (if applicable) as specified in Para H.

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

1. TERMS:

1.1 Subject to the term and conditions as detailed in this Agreement, the Promoter agrees to transfer and convey to the Allottee and the Allottee hereby agrees to purchase and acquire, all of Promoter's rights, title, and interest in the Apartment as specified in **Para H**.

1.2 Both the parties confirm that they have read and understood the provisions of section- 14 of the Act.

1.3 The Total Price for the Apartment based on the carpet area is Rs. _____(Rupees _____ only
("Total Price") (***Give break up and description***):

Block/Building/Tower No. _____

Apartment No. _____ Rate of Apartment
Rs _____ Per square meter (Rs. _____ per square
foot)

Type _____

Floor _____

Carpet Area _____

Total price (in rupees)

Schedule showing the breakup of the amounts such as cost of plot, proportionate cost common Areas, taxes and maintenance as per Para 11 etc, if/as applicable is attached as Schedule - _____.

The Total Price of Apartment includes recovery of value of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- 1.4 The Total Price includes booking amount paid by the Allottee and 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 Apartment to the Allottee. The Total Price is escalation-free, save and except increases which the Allottee 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, or due to increase in government rates, taxes, cesses etc. or any other additional demand or liability created by the Government Authority for any reason. If any provision of the existing and future laws, guidelines, directions etc. of any government or competent Authorities made applicable to be Promoter in relation to be project requiring the Promoter to provide additional devices or equipment or provisions in the project, the same also be borne and paid by the Allottee in proportion to the area of his apartment as and when demanded by the Promoter. The Promoter undertakes and agrees that while raising a demand in the eventuality of the aforesaid, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments:

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.

Provided further that the Allottee specifically agrees to pay directly or if paid by the Promoter, then reimburse to the Promoter on demand, all government charges, taxes, levies by whatever name called in future on the Land or the Apartment as the case may be, as assessable/ applicable from the date of allotment of the apartment and the same shall be borne and paid by the Allottee in proportion to the super area of the apartment. If such charges are increased {including with retrospective effect} after the execution of the conveyance-deed, then such charges shall be treated as unpaid consideration of the apartment and the Promoter shall have the first charge/ lien on the said apartment for recovery of such charges from the Allottee.

- 1.5 The Allottee confirms to have satisfied in respect of all documents and records relating to the Project Land and the Project, including, relevant Approvals and Plans thereof, including the rights of Promoter to develop the said Land and allot the Apartment and cause the transfer thereof.
- 1.6 The Allottee agrees and undertakes to deliver to the Promoter, an original TDS Certificate, before the expiry of seven (7) Days from the date of each payment of TDS made by the Allottees. Without prejudice to non-payment of TDS, and/or the non-delivery of TDS Certificate/s as aforesaid, being an Allottees Event of Default, the Allottees shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS along with Interest, on or before the Date of Offer of Possession. On the Allottees producing the TDS Certificate and the Promoter receiving the credit for the TDS. The deposit amount shall be refunded after deducting Interest therefrom

in respect of for the period of delay in payment of TDS by the Allottees to the Government.

- 1.7 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("**Payment Plan**").
- 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 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which conveyance is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.9 The Promoter shall conform to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.3 of this Agreement.

1.10 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment:
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of value of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as per Para 11 etc.) and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The Promoter has clearly disclosed the taxes and other charges payable as prescribed in the Payment Plan. The maintenance charges are to be paid by the Allottee to the Promoter in addition to the amount mentioned in the Payment Plan.
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment, as the case may be. However, the said visit will be subject to the Allottee adhering to all safety and security conditions as stipulated by the Promoter during the visit.

- 1.11 It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than commercial units and those declared as independent areas in deed of declaration, shall be available only for use and enjoyment of the Allottees of the Project.
- 1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, 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.
- 1.13 The Allottee has paid a sum of Rs. _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

- 1.14 The Allottee agrees that the specifications shown in the brochure/pamphlet/advertisement are indicative only and the same may be changed due to technical or aesthetic reasons, including non-availability of certain material of acceptable quality and price, or for reasons of overall betterment of the project, which cost shall be additionally paid by the Allottee in proportion to the carpet area of his apartment.

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee 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 Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

- 5.1 The Promoter shall abide by the time schedule for completing the Project and towards handing over the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous

completion of construction by the Promoter as provided in Schedule C ("**Payment Plan**"). If any time period specified herein is extended in writing by the Promoter in its discretion or due to any reason whatsoever, such time period shall also be of essence to this agreement. The Allottee agrees that the Promoter is under no obligation to send reminders for the payments and if the payment is not received by the Promoter as per the Payment Plan or if there is any breach of the terms of this agreement, then the allotment may be cancelled.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

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

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. It is clarified that areas specified as independent areas in the Deed of Declaration, including basements, kiosk area, external area for road-widening, etc. shall not form part of Common Areas and will not be required to be

handed over to the Association. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, or due to any order or direction passed by the Government, authority, or any court of law, or due to strikes, lockouts, shortage of labour / resources, or due to any reason outside the control of the Promoter ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment; Provided that such Force Majeure conditions are not of a nature which make it Impossible for the contract to be implemented.

The Allottee 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 the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and 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 RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

- 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 Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable). The Promoter may, at its sole discretion, give limited possession of the Apartment to the respective Allottee(s) for limited purpose of fit-outs, etc. before obtaining completion certificate/occupancy certificate.

Provided that, in the absence of Applicable Law and regulations, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/ occupancy certificate (as applicable). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, 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 apartment, as the case may be, to the Allottee at the time of conveyance of the same.

- 7.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment 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 Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2. Notwithstanding anything to the contrary stated in this Agreement, in the aforesaid event of default of the Allottee, the Allottee shall also be liable to pay maintenance charges in common with other

Allottees of the Project as maybe applicable in proportion to the carpet area of such Apartment which shall be over and above the Total Price.

- 7.4 **Possession by the Allottee** - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law or regulations:

Provided that, in the absence of any Applicable Law or regulations, 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, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable). The Promoter may, at its sole discretion, hand over part possession for the purpose of fit-outs before obtaining completion certificate.

7.5 **Cancellation by Allottee**

- 7.5.1 The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

7.5.2 The Allottee: (i) shall ensure that on or after taking possession of the Apartment, his/her/their/its interior works in the Apartment do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Project, and (ii) undertake/s not to cause any damage or disruption to the Apartment and/or the Project or any part of thereof or on the Said Land, and in the event any damage or disruption is caused, the Allottee agrees and undertakes to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee also accepts acknowledges that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall or may be project development and construction works ongoing at such time, including in respect of the Common Areas.

7.5.3 The Allottee agrees that unless the conveyance-deed is executed and registered the Promoter shall have full authority over the apartment and all amounts paid by the Allottee shall merely be a token payment for purchased of the apartment and shall not give the Allottee any lien or interest on the respective apartment.

7.5.4 The Allottees are not entitled to get the name of his nominee substituted in his place without permission of the Promoter, including death cases and transfer within family members as well, which permission may be subject to payment of administrative charges as may be decided by the Promoter.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his

business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate of MCLR + 1%, within forty-five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate of MCLR + 1 % till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- 8.1 The [Promoter] has clear and marketable perpetual leasehold rights 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;
- 8.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 8.3 There are no encumbrances upon the said Land or the Project;
- 8.4 There are no adverse litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and Apartment and Common Areas;

- 8.6 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, and interest of the Allottee created herein, may prejudicially be affected;
- 8.7 Except as mentioned herein, the Promoter has not entered into any agreement for conveyance/lease 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 Apartment which shall, in any manner, affect the rights of Allottee under this Agreement;
- 8.8 The Promoter confirms that the Promoter is not restricted from conveying / transferring / assigning / sub-leasing the said Apartment to the Allottee in the manner contemplated in this Agreement;
- 8.9 At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be;
- 8.10 The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- 8.11 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 apartment, plot or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;

8.12 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 Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the apartment 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 stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate equal to

MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. within forty-five days of receiving the termination notice:

Provided that where an Allottee 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 Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Para 1.3 under the Agreement from the Allottee, shall execute a

conveyance deed and convey / transfer / assign the entire leasehold rights, in perpetuity, over the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the Occupancy certificate as the case may be, to the Allottee:

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

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

- 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 Apartment Owners upon issuance of the completion certificate of the Project. The cost of such maintenance shall be payable by the Allottee and such cost shall be over and above the Total Price of the Apartment. The Promoter shall collect maintenance deposit based on actual expenditure + 10%. The Promoter will pay the balance amount available with it against the maintenance charge to Association of Apartment Owners once it is formed.
- 11.2 The Allottee shall also be liable to pay a Maintenance Deposit of Rs. _____ to the Promoter before handing over possession of the Apartment.
- 11.3 The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter / the Association of Allottees/ the

Maintenance Agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement and payment of Maintenance Deposit shall be a condition precedent for handing over possession of Apartment by the Promoter and also for executing the Conveyance/sub lease Deed of the Apartment.

- 11.4 In addition to the rights of the Association of Allottee(s) / Promoter's/ Maintenance Agency's rights of unrestricted access of all Common Areas and Facilities for providing maintenance services, the Allottee to permit the Promoter or the Maintenance agency or their authorized personnel / workers to enter into the Apartment or any part thereof, after due notice and during the normal working hours, to inspect the Apartment and/or to carry out any repair work relating to construction / development that may be impacting the Apartment or the adjoining apartments or the Building / the Common Areas. The Allottee/s agrees and undertakes that either itself or through the Association, it shall not carry out any unauthorized maintenance or usage of common areas.
- 11.5 All without limitation costs, charges and expenses in respect of the formation and registration of association of apartment owners shall be borne and paid by the Allottee/s/ apartment owners and the Promoter shall never be held responsible or liable for the same. In case of default by the Allottee in complying with the aforesaid for any reason whatsoever, the Promoter shall not be held liable for any delay in the formation and registration of association of apartment owners.
- 11.6 In the event Association of Allottees is not formed within 1 (one) year of completion certificate, the Promoter shall be entitled to collect from the Allottees an amount equal to the amount of maintenance as per Cl. 11.1 above, + 10% in lieu of price escalation for the purpose of maintenance for the next 1 (one) year and so on.

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 agreement for conveyance/lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the promoter to given possession to the allottee, 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment 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:

Use of Service Areas: The service areas, if any, as located within the _____(project name), shall be earmarked for 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 shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building 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 Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

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

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

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan

[Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the Applicable Laws, 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.

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

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

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for

herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

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

29. NOTICES & COMMUNICATIONS:

That all notices to be served on or any communications to be made with the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post or email address as specified below:

_____ Name of Allottee

_____ (Allottee Address)

_____ (Email Address)

_____ (Phone No.)

M/s _____ Promoter name

_____ (Promoter Address)

_____ (Email Address)

_____ (Phone No.)

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

30. ADDITIONAL COVENANTS AND OBLIGATIONS OF ALLOTTEE/S

- 30.1 The Allottee is fully and completely informed and is aware that all informative materials, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.
- 30.2 The show/sample apartment/unit including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting and illustrating a possible option of the design and layout of the apartment/unit. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with furniture, items, electronic goods. amenities etc. therein.
- 30.3 On and after the Date of Offer of Possession, the Allottee/s shall:
(a) use the Apartment and permit the Apartment to be used only as a residential purpose, (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own two-wheeler/four-wheeler (light motor) vehicles, (c) not carry out any painting, decoration, fix lightings or signage, or other works to the exterior of, or outside the Apartment, and cover the balconies or open spaces by any means without the permission of the Promoter.
- 30.4 Notwithstanding that the Allottee may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Apartment, and/or the Allottee/s has/have mortgaged, or will

mortgage the Apartment with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoter shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from, and against, all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks/financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and undertake/s that the Promoter shall always have first lien and charge over the Apartment in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.

30.5 The Allottee/s has/have gone through the representations made by the Promoter on the website of the Government Authority as required by Act and shall keep himself/herself/themselves/itself updated with all the matters relating to the Project that the Promoter will upload from time to time.

30.6 The Allottee hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Promoter, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any

failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee, or his/her/their/its family members, guests, servants, agents, representative/s. and any person/s residing in or occupying or entering upon the Project including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff and all persons claiming through or under them or any of them.

- 30.7 The Allottee agrees that the parking space allotted to him will be used exclusively for parking of vehicle and shall be understood together with the apartment and the same will not have independent legal entity detached from the Apartment. The Allottee undertakes not to sell or transfer or assign the said parking space to any third party without the permission of the Promoter and the parking space does not form a part of, areas and facilities. The Allottee agrees that the parking space allotted to him will automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption or repossession of the Apartment.
- 30.8 The Allottee shall at no point in time have any objection to the Promoter developing or continuing with development of other apartments or other projects on the said Land as per the approved plans.
- 30.9 The stamp duty, registration fee, Nazrana amount to the Trust amounting to Rs. 2,100.00 (Rupees Two Thousand One Hundred Only) ("Nazrana Amount"), and other charges for full execution of this agreement, conveyance deed or any other document with respect of the apartment will be payable solely by the Allottee within such time period as may be required by the Promoter and the Allottee will be solely responsible for paying any deficient stamp duty and other charges to the Government Authorities, if a demand is raised by any Government Authority.

- 30.10 The terms and conditions as contained in this agreement shall be binding on the occupier of the apartment and default of the occupier shall be treated as that of the Allottee.
- 30.11 The inclusion of common areas in the computation of Total Price does not give any right in title therein to the Allottee to sell the same independently.
- 30.12 The visitors/guests of the Allottee/ occupants of the Apartments shall park their vehicles only in the 1 (one) out of 3 (three) designated basement parking and it shall be the duty of the Allottee to ensure compliance of the same.
- 30.13 The Allottee undertakes to pay the charges for electrification/ electricity connection on pro rata basis to the Promoter before taking physical possession of the Apartment including charges for electricity cables, meter, statutory and government charges, security deposits. Similarly the Allottee also undertakes to pay to the Promoter on pro rata basis charges and cost towards water and sewer connection as well as sewage treatment plant, and also proportionate charges for provision of any other items/ facilities/ specifications not mentioned herein as may be required by any authority or as may be deemed necessary and appropriate by the Promoter.
- 30.14 The default in making payment as per this agreement by any of the Allottee (in case of allotment in joint names) shall be treated as default by all the Allottees and they will be jointly and severally liable and responsible for all the consequences thereof.
- 30.15 In case of payments by cheque/demand draft, the date of clearance of the same will be considered as the date of payment. If a cheque is dishonored for any reason, the same will call for payment of administrative charges of Rs. 5,500 to be paid by Allottee to the Promoter for each such event of the dishonor. The Allottee agrees that the acceptance of such payment with administrative charges is without prejudice to any other rights of the Promoter.

- 30.16 That the Allottee agrees that it will make its own arrangement inside the Apartment for its servants /staff as they are not allowed to sleep or occupy the common areas, basements etc. within the Project.
- 30.17 That the Allottee agrees that the Developer shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee if the Promoter's rights under the allotment are likely to be affected or prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee agrees to keep the Promoter fully informed at all times in this regard.
- 30.18 If any provision of this agreement is determined to be void or unenforceable under any applicable law, only such provision shall be deemed to have been amended or deleted as far as it may reasonably be consistent with the purpose of this agreement and to the extent necessary to conform to the applicable law and the remaining part of their agreement shall remain valid and enforceable in law.

31. JOINT ALLOTTEES:

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

32. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for conveyance / Lease for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Conveyance / Lease or under the Act or the Rules or the Regulations made there under.

33. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

34. 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 within 30 (thirty days), failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act.

Courts in Aligarh, Uttar Pradesh will have sole jurisdiction over all disputes pertaining to or arising from this Agreement.