

[PROFORMA]

ALLOTMENT LETTER

AGREEMENT FOR SALE/ SUB-LEASE

**Pursuant to Section 13 of
The Real Estate (Regulation & Development Act, 2016)**

This Agreement for Sale ("**Agreement**") executed on this ____ day of _____ 2021 at Noida,

BY AND BETWEEN

RGB Infra LLP, a Limited Liability Partnership duly incorporated and registered Ministry of Corporate Affairs, GoI, having its Registered office at BT-22/9, Bikaji Cama Place, SD Chambers, New Delhi-110 066 acting through its Authorized Signatory _____ and duly authorized vide resolution dated _____ to sign and execute this Agreement on its behalf and to do all acts, deeds and things incidental thereto (hereinafter referred to as the "**Developer/Company**"), which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, subsidiaries, nominees, executors and permitted assigns) of **One Part;**

AND

i) **Mr. (Aadhaar No.....-.....-.....) resident of _____.
_____ (PAN NO.....);**

(hereinafter singly/ jointly, as the case may be, referred to as the **Allottee(s)** which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **Other Part.**

WHEREAS:

- A. RGB Infra LLP (hereinafter 'RGB' or 'Developer' or 'Promoter') acquired, leasehold rights of the fully paid Plot No. C1-C2, Jaypee Greens Wishtown, Sector 131, Noida admeasuring 6972 sq. mtr. (hereinafter referred as "Land") along with actual physical possession from Jaypee Infratech Ltd. and Jaiprakash Associates Ltd. (hereinafter collectively referred to as 'Jaypee') vide sub lease deed dated 30.03.2017 registered on 25.04.2017 at Serial No. 2350, Pages 259 – 360, Volume No. 7136, Book 1 before the Sub-Registrar of Assurances – I, Noida ("Lease Deed").
- B. The Land was originally leased, for an initial term of 90 years, to Jaypee under a Concession Agreement 07.02.2003 and subsequent various lease deeds executed with Yamuna Expressway Industrial Development Authority ('YEA') in consideration of them developing the Delhi – Agra Expressway ("Principal Lease Deed").

- C. The Developer/ Promoter is developing commercial complex in the name and style of "SAYA PIAZZA" (hereinafter referred to as "said Project/said Complex") after due registration with RERA vide registration No.- _____. (www.up-rera.in)
- D. The Allottee(s)/ Buyer (s) has approached the Developer/ Promoter and has applied and has requested for allotment of Unit. The detailed specifications of the project and the Unit are set out in Annexure-A to this Agreement;
- E. The Allottee(s)/ Buyer(s) has requested the Developer/ Promoter and accordingly the Developer/ Promoter has allowed the Allottee(s)/ Buyer (s) to inspect the lay out plan, floor plan, services plans including water, electricity, sewerage, development, title document, including the lease deed (s) of the Project Land, license(s) and all other sanction and approvals issued by YEA/ NOIDA and other Government Authorities competent to issue such permission(s)/ approval(s) with regard to the said Project and the Allottee(s)/ Buyer(s) has inspected and confirmed that he/she/it/they is/are fully satisfied, in all respect, with regard to the rights, title and interest of the Developer/ Promoter in the said Project and has understood all limitations and obligations of the Developer/ Promoter in respect thereof;
- F. The Allottee(s)/ Buyer (s) acknowledges that the Developer/ Promoter has provided all information and clarification as required by the Allottee(s) and that the Allottee(s)/ Buyer(s) has relied upon his own decision and has not been induced and/ or influenced by any architect's plans, sale plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developer/ Promoter, its selling agents/ brokers or otherwise including but not limited to any representation related to description or physical condition of the Unit including size and dimensions and any other physical characterizes thereof; the services to be provided by the Developer/ Promoter; the expected facilities/amenities to be made available to the Allottee(s)/ Buyer (s) or any other data/ information except as specifically represented in this Agreement and the application submitted by the Allottee(s)/ Buyer for allotment of the Unit. Further that the decision to enter into this Agreement with the Developer/ Promoter to purchase /allot the Unit in the said Project is based only upon the facts contained in the present agreement including the fact that entire project land shall be developed, constructed, completed, marketed and sold by the Developer/promoter or its nominee only. This Agreement is self-contained and complete in itself and in all respect. The Allottee(s)/ Buyer(s) confirms that no other representation or statement has been made by the Developer/ promoter or by anyone on its behalf beyond the declarations made in this agreement;
- G. The Allottee(s)/ Buyer(s) has further represented that it has duly conducted the requisition due diligence and has seen and verified the relevant document/ papers pertaining to the said Project/ Complex and is fully satisfied that the title in the Unit of the Project Land is marketable and the Developer/ Promoter has right and authority of marketing the Unit to be built/ built in the said Project to any party and the Allottee(s) hereby accept and agree/ to abide by the term and condition of this Agreement. Further the Allottee(s)/ Buyer(s) has also seen and understood the Proposed plans, designs and specifications of the said Unit and the said complex and

is desirous of purchasing/ subleasing the said Unit being developed and constructed by the Developer/ Promoter;

- H. The Allottee(s)/ Buyer(s) understands, agrees and acknowledges that the Allottee(s)/ Buyer is entering into this Agreement with full knowledge of all laws, rules, regulations notifications and applicable statutory provision in general regarding the said Project and Built up Unit. The Allottee(s)/ Buyer(s) has further confirmed to the Developer/ Promoter that he/ she is entering in to this Agreement and undertakes to abide by the same;
- I. The Developer/ Promoter relying on the confirmation, representation and assurance of the Allottee(s)/ Buyer(s) to faithfully abide by all the term and condition and stipulation contained in this Agreement including the schedule of payment as contained in the letter of allotment as well as in this Agreement has agreed to enter in to this Agreement and the Allottee(s)/ Buyer(s) unconditionally and unambiguously accepts all such term and condition, restriction, stipulation and obligation and undertakes to perform /observe the same in letter and spirit.
- J. This Agreement is being entered into in pursuance to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Allottee(s)/Buyer acknowledges the details of the Project specifications and time of completion etc. and understands and agrees that the same is/shall be in accordance with the declarations and terms of registration. Further any modifications therein are/shall be always accepted and stand consented and approved by the Buyer/ Allottee(s) irrevocably.
- K. In pursuance of and subject to the aforesaid stipulation, the Developer/ Promoter hereby agrees to confirm the said allotment on the terms and condition contained hereinafter: -

NOW, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

DEFINITIONS

In this Agreement, unless the context otherwise requires: -

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- b) "**Allottee(s)/Buyer**" means the person/entity to whom a Unit, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Developer/Promoter, and includes the person/entity who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person/entity to whom such Unit, as the case may be, is given on rent;
- c) "**Annexure**" means an annexure appended to this Agreement;
- d) "**Basic Construction Material**" means steel, cement and refined fossil fuel.
- e) "**Carpet Area**" means the net usable floor area of an Unit excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit;
- f) "**Government**" means Government of Uttar Pradesh;

- g) "**Law**" means all existing and future Acts, Rules, Regulations, By-laws, Government Orders, Judgments, Decrees etc. passed by any Competent Body/ Authority that are or may be applicable upon either the Promoter/ Developer, the land, the project or anything connected thereto.
- h) "**Offer for Possession**" means the date of offer for fit-out for possession;
- i) "**Rules**" mean the Rules made under the Real Estate (Regulation and Development) Act, 2016, as applicable in the State of Uttar Pradesh, as amended from time to time;
- j) "**Regulations**" mean the regulations made under the Real Estate (Regulation and Development) Act, 2016 as applicable in the State of Uttar Pradesh;
- k) "**Section**" means a section of the Act;
- l) "**Taxes & Cesses**" means any and all kind of taxes and cesses including but not limited to value added tax, state sales tax, central sales tax, GST works contract tax, Service Tax / GST, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and any other taxes and Cesses by whatever name called paid or payable by the Developer/Promoter and/or its contractors (including sub-contractors), suppliers, consultants, in connection with the development/construction of the said Apartment/Said Building/Said Complex.
- m) "**Unit**" means any under construction/ built up Commercial space, Retail Shop, Office Space, Kiosk, Business Suites or Auditorium, or any other space allotted to the Allottee(s) by the Developer under this Agreement.

INTERPRETATIONS

Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning assigned to them in the Act.

1. TERMS

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Developer/ Promoter agrees to sell/ sub-lease to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the "Commercial Unit" more particularly detailed out in Schedule-1 of this Agreement;
- 1.2. In consideration of the payment made/ to be made by the Allottee(s) to the Developer in the manner appearing hereinafter and in consideration of the various obligations, particularly those relating to payment of Sale Consideration, proper conduct and maintenance that the Allottee(s) has agreed to fulfill, Developer hereby agrees to sell, transfer, convey and assign to the Allottee(s) and the Allottee(s) agrees to purchase the Unit at the Total Basic Price/ Consideration for the Unit - based on the Carpet Area of sq. mtr. (.....) sq. ft. is Rs. /-(Rupees.....) only) ("Total Price"), as per break up given/ provided in "Annexure-B".

It is clarified by the Developer/Promoter that Total Price is exclusive of IFMS and Annual Maintenance Charges payable by the Allottee(s) at the time offer for possession of the Unit and to be transferred to designated maintenance agency

It is however clarified that: -

- i. The Total Price above includes the part/ full booking amount of Rs. /- . Further 10% of total price paid by the Allottee(s) to

the Developer/ Promoter towards the Unit, shall be deemed to be the booking amount (the "Booking Amount");

- ii. The Total Price above includes Taxes. Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change/ modification;
- iii. The Total Price above excludes IFMS and Annual Maintenance Charges which shall be payable by the Allottee(s) at the time of offer for Possession of the Unit and the same will be transferable to maintenance agency;
- iv. The Developer/ Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time or in the manner specified herein. In addition, the Developer/ Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the relevant acts/ rules/ notifications along with dates from which such taxes/ levies etc. have been imposed or become effective;
- v. The inclusions and exclusions of the total Price of Unit as provided in the Agreement, are detailed in "**Annexure-B**".

- 1.3 The Total Price is escalation-free, save and except increases, which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges, which may be levied or imposed by the competent authority/ any government department, from time to time and/ or due to increase in consolidated cost of basic construction material beyond 25% in any given succeeding financial year in comparison to the average prices prevailing in the preceding financial year, subject to a maximum cap of 7% of the total price. The Developer/ Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/ charges/ taxes imposed by the competent authorities/ any government department then the Developer shall enclose the said notification/ order/ rule/ regulation/ circular/ comparative price list to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in "**Annexure-C**" ("Payment Plan").
- 1.5 It is agreed that the Developer/ 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 therein in respect of the Unit, without the previous written consent of the Allottee(s); as per the provisions of the Act, Provided further that the Developer/ Promoter may make such minor additions or alterations as may be required and agreed by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and if deemed necessary by the Architects/ Engineers/ Professionals engaged for this purpose or if so required by the "NOIDA/ YEA" and/or any other authorities/ any regulatory authorities, the Developer/ Promoter may effect and make suitable alterations in the layout plans. Such alterations may include change in the area of the "Unit", the numbering plan of "Unit" and/ or the location of the "Unit". All such changes either at the instance of the regulatory authorities or otherwise, shall be in strict compliance with the rules and regulations applicable and shall be binding upon the Allottee(s).

1.6 The Developer/Promoter shall confirm the final Carpet Area that has been allotted to the Allottee(s) after the construction of the building is complete and the occupancy certificate 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 Developer/ Promoter. If there is any reduction in the Carpet Area then Developer/ Promoter shall refund the excess money paid by Allottee(s) and/or at the option of the Allottee(s), the excess money may be adjusted against the final milestone of the Payment Plan, payable by the Allottee(s) at the time of Offer for Possession. If there is any increase in the Carpet Area within the defined limit allotted to Allottee(s)/ Buyer, the Developer/ Promoter shall demand that from the Allottee(s)/ Buyer and the same shall be paid by the Allottee(s) forthwith as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in "**Annexure-B**" of this Agreement.

1.7

- a) The right, title and interest in the "Unit" shall be transferred and conveyed in favor of the Allottee(s) by way of a sub-lease deed executed by Developer/Promoter in favour of the Allottee(s), subject to compliance of terms and conditions stipulated herein and as per the laws applicable at the time being in force, including but not limited to the Rules and Regulations of "YEA" or any other competent authority and in accordance with the conditions of the Principal Lease Deed. The term 'Sale' in this 'Arrangement' will be construed accordingly.
- b) Subject to Clause 9.3 the Developer/ Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Unit as mentioned below:
 - i) The Allottee(s) shall have exclusive ownership of the Unit, subject to terms of Sub-Lease Deed;
 - ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
 - iii) The computation of the price of the Unit includes recovery of price of land, construction of the Unit, but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring and firefighting equipment in the Common Areas (excluding electric connection charges and security) and includes cost for providing all other facilities as provided within the Project as set out in **Annexure-B**.
 - iv) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his unit, as the case may be.

It is made clear by the Developer/ Promoter and the Allottee(s) agrees that the Unit as described in Annexure A hereto, shall be treated as a single indivisible unit along with parking space (if applicable) for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said

Project 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 services and infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available for use and enjoyment of its Allottee(s).

- 1.8 It is further made clear Developer/ Promoter may allot parking space to any Allottee(s) on its sole discretion.

However, since the parking space is required for visitors therefore, the parking spaces earmarked in the open area and the basement shall not be free and would be maintained by the Developer/ Promoter/ Maintenance Agency to ensure that enough parking spaces is available to the visitors & Allottee(s). However, vehicles shall only be permitted on chargeable basis as may be determined from time to time by Developer/ Promoter/ Maintenance Agency.

- 1.9 It is understood by the Allottee(s) that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with Real Estate Regulatory Authority and/ or any other concerned competent authority.

- 1.10 The Developer/ Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, lease rent, municipal or other local taxes, charges for water or electricity connection, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer/ Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), the Developer/ 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 thereof by such authority or person.

- 1.11 The Allottee(s) has paid a sum of Rs./- (Rupees only) so far being part payment towards the Total Price of the Unit the receipt of which the Developer/ Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan and as and when demanded by the Developer/ Promoter within the time and in the manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he shall be liable to pay interest @ 15% p.a., however, Developer/ Promoter reserves right to cancel the said unit subject to Clause No. 9.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer/ Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Developer/ Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft or online payment (as applicable) in the below mentioned account no. :-

Account Name	Bank & Branch	IFSC Code	Account Number
RGB Infra LLP	IDFC FIRST BANK LTD.	IDFB0020101	10093987707

COLLECTION ACCOUNT

The reverse of each instrument shall record the Unit No. and name of the Allottee(s), under this Agreement.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1. The Allottee(s), making remittance towards payment of Unit from foreign country 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, Reserve Bank of India (Amendment) Act, 1997 and rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that for remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Developer/ Promoter with such permission, approvals which would enable the Developer/ Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) 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/ it/ they shall solely be liable for action, if any, under the Foreign Exchange Management Act, 1999 or other laws as may be applicable, as amended from time to time and shall keep the Developer/ Promoter harmless and indemnified at all times.
- 3.2. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer/ Promoter immediately and comply with necessary formalities, if any, under the applicable laws. In case of default by the Allottee(s) in intimating such change of address in writing to the Developer/ Promoter, no grievance/ challenge of the Allottee(s) regarding non receipt of the communications regarding demands of instalment or changes in unit etc. from the Developer/ Promoter shall be entertained, provided that the said communications are sent on address available in the records of the Developer/ Promoter and it shall be presumed that the communication has been duly received by the Allottee(s) and all the consequences in terms of the present agreement shall ensue in case of non-responding to the communication in time or delay in making the payment.
- 3.3. The Developer/ Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/ allotment of the said Unit applied for herein in any way. The Developer/ Promoter shall credit the payment in the name of Allottee(s) only and shall be issuing the payment receipts in favour of the Allottee(s)/ Buyer only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Developer/ Promoter as well as the Allottee(s). The Developer/ Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the project to the RERA Authority and handing over the Unit to the Allottee(s) and the Common Areas to the association of the Allottee(s), if any formed, after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/ her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/Promoter as provided in Payment Plan.

6. CONSTRUCTION OF THE PROJECT

The Allottee(s) has seen the specifications of the Unit and accepted the Payment Plan, floor plans, layout plans shown/ annexed along with this Agreement, which has been approved/ shall be approved/ revised/ amended by the competent authority from time to time. The Developer/Promoter shall develop the Project in accordance with the layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer/ Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, Floor Area Ratio (FAR) and density norms and provisions prescribed by YEA/ NOIDA and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the bye-laws/ Act, and breach of this term by the Developer/ Promoter shall constitute a material breach of the Agreement, provided that any alteration required in terms of change in the norms of the authority, master plan, bye-laws or under direction of any authority or government can be made by the Developer/ Promoter under general/ standard consent of the Allottee(s), accorded herein.

Provided that, in case any modification/ alteration is required to be done by the Promoter/ Developer as a mandate of any new law or subsequent change in existing law, the same shall be done on the cost of all the Allottees. The Promoter/ Developer shall be entitled to demand the pro-rata cost of such modification/ alteration from all the Allottees of the Project. The Promoter/ Developer shall further be entitled to extension in the possession date of the unit in proportion to the time consumed in making the said modification/ alteration.

7. POSSESSION OF THE BUILT-UP UNIT/ UNIT

7.1. Schedule for possession of the said Unit:

The Developer/ Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Developer/ Promoter, based on the approved plans and specifications (subject to any amendments made by the competent authority), assures to hand over possession of the Unit on or before __.__.20__, unless there is delay or failure due to Force Majeure including but not limited to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, public nuisance or riots or agitations and change in governmental or competent authority's policy, directions, laws (including, any statute, ordinance, rule, regulation, judgment, notification, order, decree, permission, license or approval) of any Government/ NOIDA/ YEA/ NGT/ Pollution Control Board, etc , expropriation or compulsory acquisition by any government/ NOIDA/ YEA of any part of the "said Project" or rights therein, affecting the regular development of the project or non-payment of due sums/ late payment(s) by the Allottee(s) (without prejudice to the right of Developer to terminate this agreement under clause mentioned, hereunder) or any other reason beyond the control of promoter. In case, the completion of the

Project is delayed due to the above conditions then the Allottee(s), agrees that the Developer/Promoter shall be entitled to the extension of time for delivery of possession of the Unit;

Provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to above conditions, then this allotment shall stand terminated and the Developer/ Promoter shall refund to the Allottee(s) the entire amount received by the Developer/ Promoter from the allotment and without interest. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Developer/ Promoter or the project and project land and that the Developer/ Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Explanation: For clarification of doubt, it is being made aptly clear that difference of days between date of this agreement and the agreed date of possession shall be considered as "promised duration" for completion of the unit as well as for computation of delay penalty, if any. This promised duration shall comprise only of 'actual working days' i.e. all days during the period of promised duration except such days where the Promoter/ Developer is in not allowed/ permitted to carry out the construction work, by the Law, the State or any of its instrumentality, on account of any of the reasons mentioned above. Therefore, the agreed date of possession shall be extended upon any such occurrence of non-working days during the promised duration. The Promoter/ Developer shall, by-annually update the allottee, in writing, about occurrence of such non-working days and consequent extension in the agreed date of possession.

7.2. Procedure for taking possession

The Developer/ Promoter, within 60 (sixty) days from the date of receiving of Occupancy Certificate of the unit shall offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement and the Developer/ Promoter shall give possession of the Unit to the Allottee(s). The Allottee(s) agrees to pay the maintenance charges as determined by the Developer/ Promoter/ Maintenance Agency, as the case may be after the issue of occupancy certificate for the Unit.

7.3. Failure of Allottee(s) to take Possession of Unit:

Upon receiving a written intimation from the Developer/ Promoter as per clause 7.2, the Allottee(s) shall take possession of the Unit from the Developer/ Promoter by executing necessary indentures, indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/ Promoter shall give possession of the Unit to the Allottee(s). In case the Allottee(s) fails to execute all documents and take possession within 60 days and subject to clause 10, Allottee(s) shall continue to be liable to pay maintenance charges including but not limited to municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, compensation to the Farmers, Metro Cess, any other Cess, charges, Swachh Bharat Cess, Krishi Kalyan Cess etc. levies and impositions, levied by the local or statutory authority together with interest thereon, as on the date of offer for possession.

7.4. Possession by the Allottee(s)

After obtaining the occupancy certificate for the Project and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Developer/

Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s) (if any), maintenance agency or the competent authority, as the case may be, as per the applicable laws.

7.5. Cancellation by Allottee(s)

The Allottee(s) shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act; Provided that where the Allottee(s) proposes to cancel/ withdraw from the Project without any fault of the Developer/ Promoter, the Developer/ Promoter herein is entitled to forfeit the booking amount. The 50% of balance amount (excluding taxes already credited/ paid to the Government account) of money paid by the Allottee(s) shall be returned by the Developer/ Promoter to the Allottee(s) within 45 days of such cancellation and the remaining amount shall be returned within 1 year of cancellation or re-allotment of the Unit, whichever is earlier.

7.6. Compensation

The Developer/ Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this clause shall not be barred by limitation provided under any law for the time being in force; Provided that no compensation shall be paid when such defect in title comes into being in a land allotted/ procured from any government/ Authorities or agency which was acquired under any law or otherwise.

Except for occurrence mention in para 7.1 event, if the Developer/ Promoter fails to complete the project or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 Developer/ Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with simple interest at the rate of 15% per annum within 45 days

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Developer/ Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit.

- 7.7. It is hereby agreed that possession of Unit shall be delivered by the Developer/ Promoter to the Allottee(s) upon registration of the sub-lease deed and subject to clearance of all dues and demands payable by the Allottee(s) to the Developer/ Promoter up to the date of such possession as specified herein.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/PROMOTER

The Developer/ Promoter hereby represents and warrants to the Allottee(s) as follows:

- 8.1. The Developer/ Promoter has clear and marketable title with respect to the said Project Land; the requisite and irrevocable rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project in terms of the Lease Deed;
- 8.2. The Developer/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 Project Land or the Project, which may restrict transfer or delivery of possession of the Unit to the Allottee(s) save and except which may be created by lenders from whom the developer can borrow money for the purpose of project funding.
- 8.4. There are no litigations pending before any Court of law with respect to the said Project Land, Project or the Unit, which may restrict transfer or delivery of possession of the Unit;
- 8.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Project Land and Unit are/ shall remain valid and subsisting and have been obtained by following due process of law. Further, the Developer/ Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Project Land, building, Unit and Common Areas;
- 8.6. The Developer/ Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- 8.7. The Developer/ Promoter confirms that the Developer/ Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- 8.8. At the time of execution of the sub-lease deed/ conveyance deed the Developer/ Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s), subject to final fit-out, if required.
- 8.9. 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;
- 8.10. The Developer/ 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 Occupancy Certificate of the Unit is received;
- 8.11. 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 Developer/ Promoter in respect of the said Project Land and/or the Project as on the date of commencement of project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1. Subject to the Force Majeure clause, the Developer/ Promoter shall be considered under a condition of Default, in the following events:
 - i. Developer/Promoter fails to provide possession of the Unit to the Allottee(s) within the time period specified save and except on account of any *Force-Majeure* event.
 - ii. Discontinuance of the Developer/ Promoter's business on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2. In case of default by Developer/ Promoter under the conditions listed above, a non-defaulting Allottee(s) is entitled to the following:

- i. Stop making further payments to Developer/ Promoter as demanded by the Developer/ Promoter. If the Allottee(s) stops making payments, the Developer/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) shall be required to make the next payment without any penal interest, or
- ii. Allottee(s) shall have the option of terminating the Agreement in which case the Developer/ Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever (excluding taxes already credited/ paid to the Government account) towards the purchase of the Unit, along with simple interest at the rate equal to 15% per annum within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer/ promoter, interest at the rate specified in the RERA Rules, for every month of delay till the handing over of the possession of the Unit.

9.3. The Allottee(s) shall be considered under default, on the occurrence of the following event:

In case the Allottee(s) fails to make payments for 2 consecutive demands, made by the Developer/ Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Developer/ Promoter on the unpaid amount at 15% per annum.

9.4. In case of default by Allottee(s) under the conditions listed above, Developer shall be entitled to the following:

- i. In case of Default by Allottee(s) under the condition listed above continues for a period beyond three consecutive months after notice from the Developer/ Promoter in this regard, the Developer/ Promoter may cancel the allotment of the Unit and refund the amount paid to him by the Allottee(s) (excluding taxes already credited/ paid to the Government account) after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

- ii. It is unconditionally agreed and understood by the Allottee(s) that in the event of this Agreement being terminated/ cancelled due to non-fulfilment of any of the obligation or breach of the agreement by the Allottee(s) as aforesaid, the Developer shall be free to cancel the booking of the Allottee(s) which shall be effective from the date of dispatch of letter of cancellation issued by Developer to the Allottee(s) sent at the address mentioned in this agreement or as updated in its records and thereafter, Developer shall be free to deal with and Allot, Lease, Sell the Unit to any person/ persons/ association of persons/ third party in the manner and in the terms the Developer may deem fit and the Allottee(s) shall have no lien or claim over the Unit.
- iii. It is unconditionally agreed and understood by the Allottee(s) that in case of cancellation as specified in Clause No. 9.4 (ii), the Developer/ Promoter herein

is entitled to forfeit the booking amount. The 50% of balance amount (excluding taxes already credited/ paid to the Government account) of money paid by the Allottee(s) shall be returned by the Developer/ Promoter to the Allottee(s) within 45 days of such cancellation and the remaining amount shall be returned within 1 year of cancellation or re-allotment of the Unit, whichever is earlier.

10. CONVEYANCE OF THE SAID BUILT UP UNIT

The Developer/ Promoter, on receipt of complete amount of the Total Price with other/ additional charges of the Unit under the Agreement from the Allottee(s), shall facilitate a sub-lease deed and transfer the title of the Unit together with proportionate indivisible share in the Common Areas within the period as prescribed in Local Laws. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Developer/Promoter to withhold registration of the sub-lease deed in his/her/ their favor till full and final settlement of all dues including but not limited to maintenance charges (if any) and stamp duty, registration legal expenses and registration charges to the Developer/ Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Registration Act as applicable in the State of Uttar Pradesh including any actions taken or deficiencies/ penalties imposed by the competent authority (ies) and for all the other incidental charges as per this agreement. It is unconditionally agreed and understood by the Allottee(s) that physical possession shall not be handed over to Allottee(s) without execution of the Conveyance Deed.

11. MAINTENANCE OF THE BUILDING/ BUILT UP UNIT/ PROJECT

- 11.1. The Developer/Promoter shall be responsible to provide and maintain either itself or through duly appointed maintenance agency, essential services in the Project.
- 11.2. The Allottee(s) agrees and undertakes to enter into and execute a separate maintenance agreement with the Developer/ Promoter/ Maintenance Agency and follow the applicable rules mentioned therein. The "Maintenance Agreement" may inter alia specify the "Maintenance Services" to be provided in relation to the Unit and the said Project and the applicable "Maintenance Charges" payable by the Allottee(s) in respect of the same.
- 11.3. Further, the Allottee(s) shall pay the monthly Maintenance Charges to the Developer/ Promoter/ Maintenance Agency, as the case may be, as per bills raised by the Developer/ Promoter/ Maintenance Agency. The Allottee(s) shall pay at the time of offer for Possession of the Unit, Interest-Free Maintenance Security Deposit (IFMS), which can be utilized for below mentioned purpose, as and when such need arises:-
 - for making good/ meeting up the shortfall of monthly maintenance charges not being paid by the Allottee(s) in spite of 3 (three) reminders; or
 - for meeting up the cost of repair/ replacement of equipment/ electronic gadget/ fixture etc., damaged by Allottee(s) or any other entity connected to him/ her, could not be recovered despite being under warranty from the respective manufacturer or vendor; or
 - for recovery of charges of Annual Maintenance Contract (AMC) of equipment, fixtures and fittings such as electronic items, switches, CP

fittings, pumps etc. post expiry of their warranty covers provided Allottee(s) are not willing to pay or make default in paying the proportionate cost of such charges; or

- for replacement/ repair of capital goods over the passage of time or wear and tear.

Further the Developer/ Promoter will also maintain Interest Free Capital Replacement Fund by keeping fixed portion of monthly maintenance charges as reserve for meeting the replacement and repair costs those are over and above the IFMS with the developer.

12. DEFECT LIABILITY

- i. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer/ Promoter as per the agreement for sale relating to such development is brought to the notice of the Developer/ Promoter within a period of 5 (five) years by the Allottee(s) from the date of issuance of Occupancy Certificate of the Unit by competent Authority, subject to the usage guidelines of the premises/ unit (whereunder it shall be basic responsibility of the Allottee(s) to maintain the Premises/ Unit in good condition as was handed over), it shall be the duty of the Developer/ Promoter to rectify such defects without further charge.
- ii. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Developer and shall not mean defect/s caused by normal wear and tear and by negligent use of Unit by the occupants.
- iii. The Allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer, the defect liability automatically shall become void.
- iv. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ Manufacturers that all equipment's, fixtures and fittings such as electronic items, switches, CP fittings, pumps etc. wherever applicable shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and in proper working condition to continue warranty in the Unit and the common facilities wherever.
- v. Further where the manufacturer warranty as shown by the developer to the Allottee(s) ends before the defects liability period and such warranties are covered under the maintenance of the said unit/ building/ phase/ wing, and if the annual maintenance contracts are not done/ renewed by the Allottee(s), the Developer shall not be responsible for any defects occurring due to the same.
- vi. The Allottee(s) has been made aware and that the Allottee(s) expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, any other internal or external environmental factors and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or bad quality or structural defect.

- vii. The Allottee(s) has been made aware and that the Allottee(s) expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing including swell doors and crumble floor in rainy season may happen which shall not amount to structural defects and hence cannot be attributed to either bad workmanship or bad quality or structural defect.
- viii. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee(s), it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/ phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee(s)/s shall permit the Promoter and their surveyors/ agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building/ unit or any part thereof to view and examine the state and condition thereof

13. RIGHT TO ENTER THE BUILT-UP UNIT FOR REPAIRS

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

14. USAGE OF BASEMENT AND SERVICE AREAS:

The basement(s) and service area, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services like electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and specifically allotted by the developer and the same shall be reserved for use by the Developer/ Promoter/ Maintenance Agency formed by the Allottee(s) for rendering Maintenance Services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

- 15.1. That in consideration of the part payment made/ to be made by the Allottee(s) to the Developer/ Promoter in the manner appearing hereinafter and in consideration of the various obligations, particularly those relating to payment of Sale Consideration, proper conduct and maintenance that the Allottee(s) has agreed to fulfil, Developer/ Promoter hereby agrees to sell/ sub-lease, transfer, convey and assign to the Allottee(s) and the Allottee(s) agrees to purchase the Unit at the Sale Consideration specified in **Annexure-B** to this Agreement and upon the terms and conditions set out hereunder.
- 15.2. The Developer/ Promoter undertake to construct Unit as per applicable bye laws, however Developer/ Promoter will carry out construction and other related activities by adopting best practices and will take all due care as reasonably accepted from the Developer/ Promoter. The Allottee(s) agrees to take possession without delay and without objecting for minor/ normal variations in design, colors, finishes, polishes, etc.

- 15.3. Subject to Clause 11 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, and shall be responsible for keeping the unit in good condition and shall not do or suffer to be done anything in the Unit or to the building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable condition and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building are not in any way damaged or jeopardized.

The Allottee(s) further undertakes, assures and guarantees that he/ she/ it/ they would not put any sign-board/ nameplate, neon light, publicity material or advertisement material etc. on the face of the building or anywhere on the exterior of the Project, buildings therein or Common Areas except with the prior written consent of the Promoter/ Nominated Agency. The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircases and escalators of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Unit. However, Developer/Promoter reserves the right to use/ permit the above at its sole discretion.

The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/ Promoter and Maintenance Agency appointed by the Developer/ Promoter. The Allottee(s) shall be responsible for all losses or damages arising out of breach of any of the aforesaid conditions. The internal wiring, electrical work, drain pipes, air-conditioning work etc. shall be got done only through approved service providers as approved by the Developer/ Promoter/ Maintenance Agency, as the case may be. Further before carrying out any repair work etc., the Allottee(s) shall be required to take written permission/ approval from the Promoter/ Developer/ Maintenance Agency who shall be in a position to determine if such a repair could be carried out without affecting the integrity and stability of the project.

- 15.4. Subject to Clause 28 of this agreement, the Allottee(s) agrees that the allotted Unit shall be used for agreed purposes only and the usage of the same cannot be altered or changed without a prior written permission from the Developer/ Promoter. Further, no damage or hazards will be caused/ created/ kept in the Unit in any manner and all standards of safety, firefighting and insurance etc., notified by the Developer/ Promoter and/ or any government authority will be observed by the Allottee(s). The Allottee(s) shall obtain on his/ her/ their own cost all such permissions/ licenses/ approvals from such competent authorities as may be necessary to carry on his/ her/ their activity and business in the allotted Unit. Any violation of this covenant shall be construed as event of default. Any change in the specified use, which is not in consonance with the theme and/ or terms and conditions of the Project or is detrimental to the public interest will be treated as a breach of the terms of this Agreement.
- 15.5. The Allottee(s) of the commercial unit agrees and undertakes that the Allottee(s) shall not do or permit to be done, any of the following acts:

- i. To divide or sub-divide the Unit in any manner, which is at all times required to remain a single unit.
- ii. Store/ stock/ bring into/ keep in the Unit any goods/ material/ fluid/ chemical/ substance of explosive/ hazardous/ combustible/ inflammable nature or any act which has effect of doing so, either directly or through any of the Allottee(s) agents, servants, employees, licensees, or visitors, which may cause risk of fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and/ or expose to risk of such damage, to the structure or safety of the building or neighbouring Built-up Unit/ Unit/ buildings, and/ or the assets of the other neighbours.
- iii. The Allottee(s) shall not make any alteration in the façade of the Unit. It is further agreed by the Allottee(s) that Developer/ Promoter shall through its authorized representative be allowed to inspect the Unit with a reasonable notice to the Allottee(s) during the subsistence of this Agreement/ arrangement and/ or sub-lease deed.
- iv. The Allottee(s) is/ are aware that various Units are being allotted to various persons under uniform terms and conditions. The Allottee(s) agree that he/ she/ it/ they shall use the Unit for agreed purpose, the Allottee(s) shall not use the aforesaid Commercial Shopping Space for the purposes like Atta Chakki, Factory, Liquor/ Wine Shop or any other things which are injurious to others and may or likely to cause nuisance to the other Allottee(s) in this Complex. The Allottee(s) shall also not be permitted to block the passages for any purpose whatsoever.

15.6. The Allottee(s) further agrees, acknowledges and undertakes:

- i. To strictly follow the building bye-laws and rules as prescribed by NOIDA/ YEA/ competent authorities as amended from time to time and in force and rules made by the Developer/ Promoter/ Maintenance Agency. The Allottee(s) further undertakes to follow the relevant municipal bye-laws and rules as may be applicable from time to time over the Unit and to pay all applicable taxes.
- ii. The responsibility of provision of fire safety, public health services and general services shall be entirely of the Allottee(s).
- iii. For the fit out inside the Unit, no wall/ ceiling/ mezzanine shall be constructed without the written permission of the Developer/ Promoter/ Maintenance Agency, as the case may be. The false ceiling of the Unit, if any, shall be designed/constructed by the Allottee(s) in accordance with the fire safety rules and further it shall be Allottee(s)' responsibility to make provisions for smoke detector/ water sprinkler etc. The Allottee(s) shall further provide and install all fire safety and firefighting measures/ equipment in the Unit and shall abide by all fire safety rules & regulations. The Allottee(s) shall prepare and submit the plans in triplicate to the competent authority(s), clearly marked and indicating the complete fire protection arrangements and means of escape/ access for the Unit with suitable legend and standard signs.
- iv. The Allottee(s) will maintain the ambience of Project. It will also be the responsibility of the Allottee(s) not to allow/ induct a new occupier/ tenant without taking prior written approval from the Developer/ Promoter/

Maintenance Agency on the nature of business that the new Allottee(s)/ occupant/ tenant wishes to conduct from the Unit.

- v. That if any kind of damage is caused to any asset(s) including but not limited to equipment installed in the common area of project due to any act, negligence or omission committed by any Allottee(s) or his/ her/ their family member/ employee/ servant etc. then the same shall be rectified or replaced by Developer/ Promoters by utilizing the IFMS. Further Allottee(s) agrees and undertakes that he/ she/ it/ they shall never raise any kind of objection in this regard.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S)

The Allottee(s) is entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. The Allottee(s) hereby undertakes that he/ she/ it/ they shall comply with and carry out, from time to time after he/ she/ it/ they has/ have taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority/ maintenance agency in respect of the Unit at his/ her/ their own cost.

17. ADDITIONAL CONSTRUCTIONS

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

18. DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any banks and/or financial institutions and/ or any other person for development and completion of the project on the said land and/ or other pieces of land which may be the subject matter for development by the Promoter. Further, the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/ or Project and/ or other pieces of land which may be the subject matter for development by the Promoter in favor of such banks and/or financial institutions and/or person.

The Allottee(s) hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any banks and/or financial institutions and/or any other person, and covenants not to raise any obstruction and/ or impediment and/ or any objection for the same. However, the Promoter shall always keep the Allottee(s) duly indemnified from repayment of such loan and/ or consequences flowing therefrom with cost and expenses.

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

The Developer/Promoter has assured the Allottee(s) that the Project in its entirety, is in accordance with the provisions of the U.P (Promotion of Construction, Ownership and

Maintenance) Act, 2010 and amended Act 2016. The Developer/ Promoter is showing compliance of the said Act as applicable in Uttar Pradesh.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Developer/ Promoter does not create a binding obligation on the part of the Developer/ Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules/ annexures along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of intimation to the Allottee(s) and Secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the Developer/ Promoter. If the Allottee(s) fails to execute and deliver to the Developer/ Promoter this Agreement within 30 (thirty) days intimation to the Allottee(s) and/ or appear before the sub-registrar for its registration as and when intimated by the Developer/Promoter, then the Developer/ Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within next 30 (Thirty) days from the date of issue to the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums (excluding taxes already credited/ paid to the Government account) deposited by the Allottee(s) in connection therewith after deducting the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. RIGHT TO JOIN AS AFFECTED PARTY(S)

The Allottee(s) 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(s) if the Developer's rights under the Allotment are likely to be affected/ prejudiced in any manner by the decision of the court on such suit/ complaint pertaining to any Unit allotted under this agreement. The Allottee(s) agrees to keep the Developer fully informed at all times in this regard.

22. INTEREST FREE MAINTENANCE SECURITY (IFMS)

- 22.1. The Allottee(s) hereby agrees to keep with the Developer/Promoter an Interest Free Maintenance Security (IFMS) deposit to secure adequate provision of the maintenance services. The Allottee(s) further agrees to deposit the said interest free maintenance security deposit as per the schedule of payment given in this Agreement and to always keep it deposited with the Developer or its nominee/ maintenance agency. A separate maintenance agreement between the Allottee(s) and the Developer or its nominee/ maintenance agency will be signed at a later date.
- 22.2. The Developer shall transfer the IFMS of the Allottee(s) to the maintenance agency as the Developer may deem fit, after adjusting/ deducting therefrom any outstanding maintenance bills including but not limited to the costs below mentioned:
 - Cost for making good/ meeting up the shortfall of monthly maintenance charges not being paid by the Allottee(s) in spite of 3 (three) reminders; or
 - For meeting up the cost of repair/ replacement of equipment/ electronic gadget/ fixture etc., damaged by Allottee(s) or any other entity connected to him/ her, could not be recovered despite being under warranty from the respective manufacturer or vendor; or
 - For recovery of charges of Annual Maintenance Contract (AMC) of equipment, fixtures and fittings such as electronic items, switches, CP fittings, pumps etc.

post expiry of their warranty covers provided Allottee(s) are not willing to pay or makes default in paying the proportionate cost of such charges; or

- For replacement/ repair of capital goods over the passage of time or wear and tear;

and/ or other outgoings of the Allottee(s) and/ or security deposit for electricity etc. at any time upon execution of the Sub-Lease Deed/ Conveyance Deed and thereupon the Developer shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/ or claims, if any, of the Allottee(s) on account of the same.

23. COMMISSION/ BROKERAGE

In case the Allottee(s) has to meet any commitment to pay any commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for Allotment of the Unit applied by the Allottee(s) the Developer/Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the consideration amount agreed to be payable to the Developer/ Promoter for he said Allotment. Further the Allottee(s) undertakes to indemnify and hold the Developer/ Promoter free and harmless from and against any or all liabilities and expenses in this connection.

24. INDEMNIFICATION

The Allottee(s) hereby covenants to observe and perform all the terms and conditions of this Agreement and to keep the Developer/ Promoter and its assigns, agents and representatives, estates and effects indemnified and harmless against the observance and performance of the terms and conditions and also against any loss or damages that the Developer/ Promoter may suffer as a result of non-performance of the said terms and conditions by the Allottee(s).

25. SIGNAGE

In view of the importance of signages for a successful commercial development, the Allottee(s) has specifically agreed and understood that the Developer/ Promoter shall have absolute right on the signage inside/ outside/ near, within or on the face of the Said Building and the Developer/ Promoter may determine and allow the usage by the Allottee(s) of such signage at its own discretion and at such price/ rent as it may deem fit and proper. The Developer/ Promoter shall have absolute right to identify, earmark and allot such places for affixing signage on the exterior/ interior of the said Building/ said plot of land. The Allottee(s) shall be responsible to install and maintain such signage, so allotted by the Developer/ Promoter, in a well-lit, legible and in a proper manner at his own cost. The Allottee(s) hereby specifically agrees that the said allotted space for affixing signage etc. can be increased, decreased or modified, in any manner, at the sole discretion of the Developer/ Promoter from time to time. The Developer/ Promoter may issue such guidelines/ directions including but not limited for colour scheme, style and manner of the signage, proper maintenance and upkeep by the Allottee(s) of such signages from time to time. The Developer/ Promoter may transfer such responsibility of identifying; earmarking and Allotment of such signages to its nominees/ assigns or to such agency as may be appointed by it at its sole discretion. Upon such transfer, the Developer/ Promoter shall be released and discharged from all its obligations and responsibilities under this Clause in respect of the signages. The Allottee(s) shall not raise any dispute with regard to the appointment of any agency for managing signages in such a manner as such agency may deem fit and proper from time to time and the Allottee(s) shall extend full co-

operation to such an agency for optimum usage of the signage in the said Building and/ or the said plot of land. The Allottee(s) further undertakes, assures and guarantees that he/ she/ it/ they would not put any sign-board/ name plate, neon-light, publicity material or advertisement material etc. on the face of the said Building or anywhere on the interior or exterior of the said Building or common areas except at the places specifically earmarked and allotted by the Developer/ Promoter.

26. 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 previous understandings, any other previous agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit, as the case may be.

27. RIGHT TO AMEND

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

28. RESTRICTION ON LEASE AND USE

28.1. LEASING RIGHT OF UNIT

Notwithstanding anything, the Allottee(s)/Lessee(s) agrees and acknowledge that the right of leasing out the said unit shall always vest with the Developer/ Promoter. However, the Developer/ Promoter on its sole discretion may allow the Allottee(s)/ Lessee(s) to lease out / use the said unit by means of prior written approval from the Developer/ Promoter. Grant of such discretionary approval, if any, shall neither be claimed as a matter of right nor be treated as a precedent for other Allottee(s).

28.2. PERMITTED USAGE OF UNIT

The Unit shall be used by the Allottee(s)/Lessee(s) only for agreed and permitted purpose. The Allottee(s)/ Lessee(s) undertakes that it shall not assign, transfer, lease, mortgage or grant leave and license or transfer or part with or share the entire premises or any part thereof in any manner whatsoever without the prior written consent of the Developer. Further the Allottee(s) shall take written permission from the Developer's authorized signatory or any other person (who must be authorized with board resolution for this purpose) before opening the Shop/ Business/ Activities in the said Unit.

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

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

30. WAIVER NOT A LIMITATION TO ENFORCE

30.1. The Developer/ Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer/ Promoter in the case of any Allottee(s) shall not be construed to be a precedent and/or binding on the

Developer/ Promoter to exercise such discretion in the case of other Allottee(s) or for all times.

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

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

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

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

33. 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.

34. PLACE OF EXECUTION

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

35. NOTICES

All notices to be served on the Allottee(s) and the Developer/ Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Developer/ Promoter by E-mail, Courier, Speed Post or Registered Post at their respective addresses/ e-mail given in the beginning of this Agreement.

It shall be the duty of the Allottee(s) and the Developer/ Promoter to inform each other of any change in address/ e-mail subsequent to the execution of this Agreement in the above address by E-mail, Courier, Speed Post or Registered Post, along with requisite supporting document(s), failing which all E-mail communications and letters posted at the above address shall be deemed to have been received by the Developer/ Promoter or the Allottee(s), as the case may be.

36. JOINT ALLOTTEE(S)

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

37. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the unit prior to the execution and registration of this Agreement for Sale for such unit shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale or under the Act or the Rules or the Regulations made there under.

38. GOVERNING LAW

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of Republic of India for the time being in force.

39. DISPUTE RESOLUTION

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

40. GENERAL CLAUSES

40.1. The Allottee(s) acknowledges that the Developer/ Promoter has provided all information & clarifications as required by the Allottee(s) and that the Allottee(s) has made his/ her independent assessment and that he/ she/ it/ they have made requisite enquiries in electing to buy the Unit and that Allottee(s) without relying on any of the Developer/ Promoter's sales and promotional material and is not influenced by any sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developer/ Promoter/ Representatives or otherwise including but not limited to any representations relating to description or physical condition of the Said Project and area of the Said Project and the Unit (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Developer/ Promoter, the estimated facilities/ amenities to be made available to the Allottee(s) or any other data except as specifically represented herein but the Allottee(s) had also otherwise made investigation, due-diligence and after full satisfaction has made his own judgment in deciding to apply for allotment of the Unit. There is no inducement or any promise/ obligation by the Developer/ Promoter save and except what is stated herein.

40.2. The Allottee(s) agrees and acknowledges that the Allottee(s) has applied for Allotment of Unit after having conducted requisite due diligence, examination and independent judgment and with full knowledge of all the Laws, Rules, Regulations, Notifications, statutory provisions applicable to the development, use and enjoyment of the Unit and that the Allottee(s) has fully understood his rights, duties, responsibilities, obligations there under, and the Allottee(s) undertakes to abide by the same.

- 40.3. The Allottee(s) shall be solely responsible and liable for any financial assistance as may be required by him for purchasing the Unit. However, the Developer/ Promoter will assist the Allottee(s) in this regard as a gesture of goodwill but not under any obligation. Though it is expressly agreed and understood but it is further to clarify that the Developer/ Promoter shall not at all be liable and/ or responsible in case loan is not granted to the Allottee(s) by the Bank/ Financial Institution for purchase of the Unit and if in case the loan availed by the Allottee(s) then upon execution and registration of Sub lease deed regarding the said Unit, the original Sub lease deed shall be received by the Developer/Promoter on behalf of the Allottee(s) from the registration office directly and shall be deposited with the concerned financing institute/ banker to create equitable mortgage thereon in accordance with the banking rules & regulations and the undertakings given by the Developer/Promoter in this regard.
- 40.4. The Developer has made clear to the Allottee(s) that it may carry out extensive developmental/ construction activities in future in the entire area falling in the Said Project and that the Allottee(s) has confirmed that he/ she/ it/ they shall not raise any objections or make any claims or default in any payments as demanded by the Developer/ Promoter on account of inconvenience, if any, which may be suffered by him/ her/ them due to such developmental/ construction activities or incidental/ related activities and this undertaking shall survive throughout the occupancy of the Unit by the Allottee(s), his/ her/ their legal representatives, successors, administrators, executors, permitted assigns etc.
- 40.5. Any delay or indulgence by the Developer/ Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s) shall not be construed as a waiver on the part of the Developer/ Promoter of any breach or non-compliance of any of the Terms and Conditions of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Developer/Promoter.
- 40.6. That where any payments are made by any third party by or on behalf of the Allottee(s), the Developer/ Promoter shall not be responsible towards any such third party and such third party shall not have any right in Unit, except as may be specifically consented to in writing by the Developer/Promoter.
- 40.7. That in case of death of the Allottee(s), the Unit would be transferred to the legal heir(s) of the Allottee(s) on submission of the required documents, as per the Applicable Law.
- 40.8. In the event the Allottee(s) gets his/ her/ their Unit converted into freehold from YEA/ NOIDA under such scheme, if any, he shall do so at his own cost subject to the Terms and Conditions of Allotment.
- 40.9. If as a result of any law that may be passed by any Legislation, Rule, Regulation, Order or Notification that may be made and/or issued by YEA/ NOIDA, Competent Authority or any other Authority including the Municipal Authority or an order from any court and as a result of which the Developer/ Promoter is unable to complete the Said Project, then the Developer/ Promoter may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate courts, Tribunal(s) and/or Authority. In such a situation, the money (ies) paid by the Allottee(s) in pursuance of this Agreement shall continue to remain with the Developer/ Promoter and the Allottee(s) agrees not

to move or to obtain specific performance of the terms of this Agreement, it being specifically agreed that allotment against this Agreement shall remain in abeyance till pending adjudication and further determination by the Court(s)/ Tribunal(s)/ Authority(ies). However, the Allottee(s) may, if he/ she/ it/ they so desire, become a party along with the Developer/ Promoter in such litigation to protect Allottee(s)' rights arising under this Agreement. In the event of the Developer succeeding in its challenge to the impugned Legislation, Rule, Regulation or Order, as the case may be, it is hereby; agreed that this Agreement shall stand revived and the Allottee(s) shall be liable to fulfil all obligations as provided herein. It is further agreed that in the event of the aforesaid challenge and subsequent appeal(s) of the Developer to the impugned Legislation, Order, Rule or Regulation does not succeed and the said Legislation, Order, Rule or Regulation becomes final, absolute and binding, then the Developer/Promoter will subject to the provisions of law/ court order refund to the Allottee(s), the amounts attributable to the Unit (after deducting interest on delayed payments, processing fee, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Allottee(s) by the Developer/ Promoter without any interest or compensation of whatsoever in nature within such period and in such manner as may be decided by the Developer/ Promoter and the Allottee(s) hereby agree that they will accept such Developer's decision, in this regard to be final and binding. Save as otherwise provided herein, the Allottee(s) shall not have any other right or claim of whatsoever nature against the Developer/ Promoter under or in relation to this Agreement.

The Allottee(s) shall adhere to and abide by all laws, bye-laws, rules and regulations of the any government having jurisdiction including the provisions of any other laws applicable earlier or made applicable hereafter to the Unit/ Project and as may be amended from time to time, and to pay all applicable Taxes as may be due, in respect of the Unit (in proportion to the area of the Unit).

- 40.10. That the Allottee(s) shall, after taking possession/ deemed possession of the said Unit, as the case may be, or at any time thereafter shall have no objection to the Developer developing or continuing with the development of other Units adjoining the said Unit sold to the Allottee(s).
- 40.11. That the Terrace rights of the Unit shall remain with the Developer unless allotted to Allottee(s) against consideration. The Allottee(s) shall have no objection if the Developer gives on lease or hire any part of the top roof/ terraces at any floor for installation and operation of antennae, satellite dishes, communication towers etc.
- 40.12. No further construction/ modification is permissible to the Allottee(s) anywhere in the Unit including over the roof/ terrace of the said Unit.
- 40.13. That the Allottee(s) has specifically confirmed to the Developer that the Allotment of the Unit shall be subject to strict compliance of a code of conduct that may be determined by the Developer/ Maintenance agency for occupation, use and enjoyment of the Unit and such other conditions as Developer may deem fit from time to time, which may include but shall not be limited to usage of the Unit, operation hours of various Maintenance Services, general compliances for occupants of the Unit, regulation as to entry/ exit of the visitors, invitees, guests, security, interiors fit-outs, etc. It is abundantly clarified that the code of conduct, as may be specified by the Developer/ Promoter is always subject to change by the Developer/ Promoter.

- 40.14. The Allottee(s) and the family members have right to visit and inspect the Unit during the course of construction with prior written approval of the Developer/ Promoter but while deriving this right, the Developer/ Promoter shall not be held liable for any loss/ cost / damages or any other expenses caused due to such visit, if any, on account of accident that may occur at the time of inspection during constructions by the Allottee(s) or any person his behalf.
- 40.15. That the structure of the said Complex/ Building may be insured by the Developer/ Promoter or the maintenance agency on behalf of the Allottee(s) and the cost thereof shall be payable by Allottee(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each Unit shall be insured by the Allottee(s) at his/her/ their own cost. The cost of insuring the Complex/ Building structure shall be recovered from the Allottee(s) and the Allottee(s) hereby agrees to pay the same. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Unit or any part of the said Complex/ Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.
- 40.16. The said Complex shall always be known as 'SAYA PIAZZA' and this name shall never be changed by the Allottee(s) or their association (if any) or maintenance agency or anybody else. Further, at all times, the name of the 'SAYA PIAZZA' and the name of the Developer/ Promoter shall be displayed at prominent places in the said Project. All intellectual properties shall always remain and vest with the Developer/ Promoter, and no person, including but not limited to the Allottee(s) association/ society (if any) or the occupant(s) shall have any claim or right of any nature whatsoever on the said intellectual properties.
- 40.17. The Allottee(s) hereby agrees and undertakes that he/ she/ it/ they or his/ her/ their successor or legal representatives or subsequent purchasers, shall not for all the times to come, raise any kind of construction, whatsoever, or put any pillar, gate, barricade, fencing, etc. (neither temporary nor permanent) beyond the periphery of the Unit allotted to him. The Allottee(s) or his successor or legal representatives or subsequent purchasers also comply with all the terms and conditions mentioned in this Agreement failing which the Developer/ Maintenance Agency shall be free to take any legal and coercive action against the Allottee(s)/ successor/ subsequent purchaser. The Allottee(s) further undertakes and agrees that he shall record and stipulate this undertaking in all the subsequent transfer documents and shall make bound all his successor/ legal representatives/ subsequent purchasers with this undertaking/ condition.
- 40.18. The terms and conditions contained herein shall be binding on the Occupier of the said Unit and default of the Occupier shall be treated as that of the Allottee(s), unless context requires otherwise.
- 40.19. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/ Promoter and thereafter the association of Allottee(s) (if any formed according to prevailing local laws) and/ or maintenance agency appointed by association of Allottee(s)/ Developer. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 40.20. The Allottee(s) agrees not to do any act, deed or thing or obstruct the construction and completion of the said Unit/ Tower/ Complex/ Project in any manner whatsoever.

- 40.21. For all payments, the date of clearance of the demand draft/ pay order/ cheque shall be taken as the date of clearance of payment. The dishonor of the demand draft/ pay order/ cheque for any reason, shall entitle the Developer to charge from the Allottee(s) an additional amount of Rs. 500/- (Rupees Five Hundred Only) towards loss of creditability, administrative & handling charges.
- 40.22. The Allottee(s) shall be entitled to a receipt, to be issued by the Developer/ Promoter against every demand draft/ pay order/cheque issued by the Allottee(s), subject to the clearance of the said demand draft/ pay order/ cheque. No cash payment shall be accepted by the Developer/Promoter.
- 40.23. The Allottee(s) shall pay the entire amount as per payment schedule on or before the due date specified for the same. No part payment shall be accepted and if the Allottee(s) deposits any part payment of the Instalment, the same shall constitute default in the payment.
- 40.24. The Allottee(s) agrees and undertakes that he/ she/ it/ they may transfer the said unit only after paying 50% of the sales consideration to the Developer/ Company. Further, the Allottee(s)/ Transferor/ Transferee undertake to pay the applicable Administrative Charges from time to time as communicated by the Developer/ Promoter for such transfer, substitution and assignment (including towards the execution of any Agreement, Documents, or Contractual Agreement as may be required under any applicable law), together with arrears of instalment(s) along with interest thereon due and also any applicable Stamp Duty, Taxes, Levies payable for such Transfer, Substitution/ Assignment, shall be to the sole responsibility of and shall be payable by the Allottee(s)/ Transferor/ Transferee prior to such substitution/ assignment.
- 40.25. Headings to the Clauses and Schedules of this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement.
- 40.26. The terms and conditions contained herein shall be binding on the occupier/ Allottee(s) of the said Unit and default of the occupier shall be treated as that of the Allottee(s), unless context requires otherwise.
- 40.27. The Allottee(s) shall not make noise pollution by use of loudspeaker or otherwise and/ or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Complex; save and except at areas/ places specifically earmarked for these purposes in the said Complex.
- 40.28. The Allottee(s) further agree/s that he shall not fix/ install the Air Conditioners/ Air Coolers, Smoke Chimney, Oil Traps or alike equipment at any place other than the spaces earmarked/ provided for in the said Unit and shall not design or install or open them in the inside passages, common areas or in the staircases without prior written consent of the Developer/ Promoter. The Allottee(s) further ensures that no water shall drip from the said Air-Conditioners/ Air Coolers or the like equipment's in a way which may cause inconvenience to other Allottee(s)/ occupants in the said Complex.
- 40.29. The Annexures/ Schedules hereto form part of this Agreement and are expressly incorporated herein.
- 40.30. The Parties agree that the Developer/ Promoter shall handover the original copy of the Agreement for Sale to the Allottee(s) or Bank in case of bank loan as the case may be.

40.31. That, when at any stage this document requires to be registered under any law or necessity, the Allottee(s) binds himself and agrees to have the same registered through the Developer in his favour at his cost and expenses and keep the Developer fully absolved and indemnified in this connection.

CONFIRMATION FROM ALLOTTEE(S)

I/ We hereby confirms that I/ we have read contents of Schedule 1 of Application Form i.e. contents of Agreement for Sale/ Lease and have understood the same, I/ we do hereby unconditionally and unambiguously accept all such term and condition, restriction, stipulation and obligation and undertakes to perform/ observe the same in letter and spirit. Further, I/ we hereby confirms that I/ we am/ are agreed to sign the Agreement for Sale/ Lease in the same/ similar format as provided in the Schedule 1 of Application Form.

NOTE

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SCHEDULE -1

(Details of the Unit)

ANNEXURE - A

Project Specifications

ANNEXURE - B

Cost of the Unit

(Inclusions & Exclusions)

ANNEXURE - C

Payment Plan