

***ALLOTMENT LETTER***

This Agreement to Sell made and executed on this .....day of..... 202....

**BY**

**HARE KRISHNA ORCHID.**, a Firm registered of the Delhi Partnership under the Indian Partnership Act 1956, its Registered Office at Orchid House, Building No. 3, Mezzanine Floor, Community Centre, East of Kailash, New Delhi-110065(PAN No. AAFFH0792R), hereinafter

referred to “**PROMOTER**” (which expression shall whatever the context so requires or admits mean and include his/her/their heirs, executors, administrators and assigns) of the **ONE PART**.

**IN FAVOUR OF**

Mr./Ms./M/s.....

.....S/o/D/o/W/o.....

R/o.....

hereinafter called as the ‘**ALLOTTEE**’ (which expression shall whatever the context so requires or admits mean and include his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**.

## TERMS AND CONDITIONS OF AGREEMENT TO SELL

**Definition and Interpretations:** In addition to other definitions contained herein, the following terms shall have the meanings assigned herein when used in this Agreement for Sale:

- a) **“Applicant”** : means Person(s)/Firm/Company, applying for allotment of the said Apartment/Shops/Storage Spaces, whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgement of having agreed to the terms and conditions of the booking application form.
- b) **“Application (Booking Application)”**: A request for allotment of Apartment made by the Applicant by way of booking application form. In case of more than one applicant the other will be considered as co-applicant prior to execute the Agreement to Sell they will be considered as Allottee(s).
- c) **“Agreement to Sell”**: Confirmation of booking of Apartment by the Promoter and an agreement over a standard prescribed format of Promoter which is duly executed between the Promoter and the Allottee(s).
- d) **“Allottee(s)”** : Those who have executed the Agreement to Sell and a particular Apartment(s) has been reserved for that particular Allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case of more than one Applicant the other will be considered as Co-Allottee(s) and Allottee and the Co-Allottee(s) will have the equal share in the Apartment.
- e) **Area :**
  - i. **“Area of Land/Project Land”** – Total Area of land over which the project is being constructed.
  - ii. **“Super Area”** – The Super area comprises of the polyline (P Line) area of the Apartment (i.e. the area of R.C.C. slab of the said Apartments/Shops/Storage Spaces including walls, columns, beams, cupboard, usable shafts, including balconies and terraces with or without roof, the outer walls which are shared with another unit shall be computed at 50% and the remaining outer walls shall be computed at 100%) and the proportionate common area of all Towers (i.e. area/core area comprising of corridors, lifts, stair case, staircase shaft, electrical shaft, fire shafts, plumbing shafts, munties, service area, entrance lobby at ground and basement, overhead water tanks, machine rooms, garbage room etc.) and the proportionate common area of the project which includes Indoor sport rooms, club, covered swimming pool, security guard rooms, security rooms, fire control rooms, RWA room, maintenance room, machine rooms, common toilets at ground floor, generator room, electric room, pump room, gas banks (if any) area under electric sub stations, and other constructed common areas which are not separately charged.

iii. **“Covered Area”** : The Covered area comprises of the polyline (P Line) area of the Apartment ( i.e. the area of R.C.C. slab of the said Apartments/Shops/Storage Spaces including walls, columns, beams, cupboard, usable shafts, including balconies and terraces with or without roof, the outer walls which are shared with another unit shall be computed at 50% and the remaining outer walls shall be computed at 100%).

iv. **“Carpet Area”** : The Carpet area is as specified in the Act.

v. **“Common Area and Facilities”** : All facilities to be used by all the Apartment, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lifts, lift lobbies and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the project, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.

vi. **“Independent Area”** : means the areas which have been declared but not included as common areas and may be sold by the Promoter without the interference of other Apartment owners like Commercial areas, Convenient Shopping, Shops, Stores, Restaurant etc.

vii. **“Limited Common Area and Facilities”** : means those areas and facilities which are designated in writing by the promoter before the registration or transfer of any Apartment as reserved for use of certain Apartment or Apartments to the exclusion of all other Apartments.

\*All above definition are as per The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010.

f) **“Act”** : means the Real Estate (Regulation and Development) Act, 2016 along with subsequent amendments.

g) **“Apartment (Unit)”** : whether called Apartment, dwelling unit, flat, office, showroom, shop, godown, stores premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential, commercial or storage use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.

h) **“Authority”**: means Mathura vrindavan development Authority.

i) **“Basic Cost of Apartment”**: The consideration amount for Sale of Apartment exclusive of other charges which are mentioned in the Booking Application Form and the Agreement to Sell.

- j) **“Force Majeure Clause”** : Any event or combination of event or circumstances beyond the control of the Promoter which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented and which adversely affects the Promoter’s liability to perform obligations under this Agreement to Sell, which shall include but not be limited to:
  - i. Act of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
  - ii. Explosions or accidents, air crashes and shipwrecks, act of terrorism.
  - iii. Strikes or lock outs, industrial dispute.
  - iv. Non-availability of cement, steel or other construction material due to any reason like strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
  - v. War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
  - vi. The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in this Agreement to Sell ; or any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said project or if any matters, issues relating to such approvals, permissions, notices, notifications, by the Competent Authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.
  - vii. Any event which may be classified as a Force Majeure by Government of Uttar Pradesh or Government of India.
- k) **“Government”** : means the Government of Uttar Pradesh and/or Government of India.
- l) **“Layout and Plans”** : The architectural drawings of project comprising of whole planning of constructions, open areas and drawings of particular Block, Tower, Floor and a particular Apartment, Shops and Stores.
- m) **“Maintenance Charges”**: means the charges to be paid by the allottee(s) for the maintenance and upkeep of the said project as per the plan to the Promoter or to the Maintenance Agency @ prescribed rates on the Super Built-up area of the said Apartments/Shops/Storage Spaces, payable on monthly basis or Lump sum in Advance.
- n) **“Promoter”**: shall mean HARE KRISHNA ORCHID., a Firm registered of the Delhi Partnership under the Indian Partnership Act 1956 having its Registered Office at Orchid House, Building No. 3, Mezzanine Floor, Community Centre, East of Kailash, New Delhi-110065.
- o) **“Project”** : The entire area having Apartments, Shops, Stores, spaces for convenient shopping, commercial areas and recreational facilities, club, party

hall, basement, swimming pool, Roads, parking spaces and spaces for public amenities etc. of different types and dimensions in various Towers in “**ALPHA SKY VILLAS**”.

- p) **“Payment Plan”** : These are the mode of payment towards the captioned booking of Apartments having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.
- q) **“RWA/AOA”** : means the Resident Welfare Association, an Association of the Apartment owners which shall be duly formed as per prevailing The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010.
- r) **“Rules”** : means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- s) **“Taxes”** : mean any and all prevailing taxes or the taxes going to be attributed in future, by way of value added tax, state sales tax, central tax, works contract tax, workers welfare cess/fund, T ds, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Apartment/said Project.
- t) i) Headings, wherever stated, are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;  
ii) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;  
iii) Any reference to any clause or schedule shall be deemed to be a reference to a clause or schedule of this Agreement;  
iv) Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted;  
v) Words importing the singular shall include the plural and vice-versa;  
vi) Words denoting an individual shall include Corporations, Partnership Firms and vice-versa;  
vii) Words denoting any gender shall include all genders and corporations, partnership firm;  
viii) Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a business day, then that act, matter or thing shall be carried out or performed on the following Business Day;  
ix) The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement to Sell;  
x) The term “Article” refers to the specified article of this Agreement to Sell;  
xi) All references to “Rupees” refer to currency of India.

**AND WHEREAS** the Promoter with a view to construct multi storey buildings consisting of number of Apartments/Shops/Storage Spaces got prepared Buildings Plans from Architects and construction of the said buildings has been/is being undertaken in accordance therewith. The Promoter has obtained the Sanction of Plans from Mathura Vrindavan Development Authority vide Sanction Letter File no. **MVDA/BP/25-26/0033**

PROMOTER

ALLOTTEE

dated **-16-10-2025**. The project consisting of these multi-storied buildings shall be known as "**ALPHA SKY VILLAS**".

**AND WHEREAS** the Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under UPRERA registration No.\_\_\_\_\_.

**AND WHEREAS** the project is comprising of one towers and having apartments of different sizes and dimension and will also have spaces for convenient shopping, commercial storage spaces and recreational facilities, club, basement, swimming pool with changing rooms, parking and spaces for public amenities, community, clubs, Service Apartments and Commercial constructions etc.

**AND WHEREAS** the Allottee(s) has examined the building plans, design and specifications of the proposed residential/ commercial complex and all the documents pertaining to the ownership of the land of the Promoter being available for inspection at Hare Krishna Orchid, VIP Sunrakh Road, Vrindavan, (U.P) and has satisfied himself regarding the marketability of the title of the said Apartment. The Allottee(s) agrees that the Promoter may make such variations, additions, alterations etc. therein as may be deemed appropriate by the Architect or the Promoter or as may be required by the MVDA and the Allottee(s) hereby gives his consent to such variations, additions, alterations etc.

**AND WHEREAS** the Promoter is also allotting several other persons other Apartments/Commercial Area/Storages Spaces/Parking Spaces in the said complex.

**AND WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment /Unit.

**AND WHEREAS** this Agreement to Sell is subject to the terms and conditions detailed hereinafter and shall prevail over all other terms and condition given in our brochures, price list, application form and any other sale document. This cancels all previous documents issued against this allotment.

**AND WHEREAS** the Allottee(s) had applied for allotment of Apartment in the said Complex and the Allottee(s) has been allotted Commercial/Storage Space/ Apartment No. \_\_\_\_\_ Floor No. \_\_\_\_\_ Tower No. \_\_\_\_\_ in the said Project.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. The apartment shall be allotted in a complex popularly known as "**ALPHA SKY VILLAS**" VIP Sunrakh Road, Vrindavan. (U.P).

a) Pursuant to the Application made by the Allottee(s) and subject to the covenants, representations and warranties contained herein, the Promoter has agreed to sell to the Allottee(s) an apartment in **ALPHA SKY VILLAS** as per the proposed plan and specification and Allottee(s), agrees to buy **Commercial/Storage space/ Apartment No. .....on the .....Floor, Tower No. ....** in the said Complex (hereinafter referred to as 'The Apartment/Unit' or the said Apartment/Unit) as per plans and specifications, inspected, seen and approved by him for **Rs..... (Rupees..... only)** having an approximate:

- ii) Carpet Area as per the definition under RERA Act \_\_\_\_\_ Sqft (\_\_\_\_\_ Sqmt)
- iii) Balcony Area \_\_\_\_\_ Sqft (\_\_\_\_\_ Sqmt)
- iv) Covered Area \_\_\_\_\_ Sqft (\_\_\_\_\_ Sqmt)
- v) Ground Space/Lawn/Verandah Area \_\_\_\_\_ Sqft (\_\_\_\_\_ Sqmt)
- vi) Open Terrace Area/Extra Area with apartment \_\_\_\_\_ Sqft (\_\_\_\_\_ Sqmt)
- vii) Super area \_\_\_\_\_ Sqft (\_\_\_\_\_ Sqmt)

That the dimensions shown in the brochure, map or any other document has been calculated on un-plaster k wall to wall basis.

The agreement is made at :

b) Total Cost of Rs.\_\_\_\_\_ (Rs.\_\_\_\_\_ ) + GST as assessed and attributed by the Government of India, payable in installments as per Payment Plan mentioned in Schedule -I. The current prevailing rate of GST is\_\_\_\_%, which shall translate to Rs..... (The GST above has been mentioned as per the current tariff however the GST on future payments shall be charged as per the prevailing tariff at the time of payments).

- c) \_\_\_\_ number of Open/Covered/Back to Back Car Parking is included in the above price. Exact parking number (to be stated in Sale Deed on the basis of final parking plan) in the location to be finalized by the Promoter on first come first serve basis at the time of issuance of possession letter.
- d) That Super Area as above shall be the basis for the purposes of computation of the total consideration of the apartment. The allottee understands that as per the provision of the RERA Act, registration of this Agreement to Sell is mandatory immediately on execution. The allottee undertakes to execute the registration of this Agreement to Sell within five working days after payment of requisite stamp duty and registration charges. The allottee shall be solely responsible for all claim, losses, damages, penalties, legal fees and any other charges incurred by the Promoter on account of non registration of the Agreement to Sell within five working days of this day.
- e) The Allottee(s) hereby agrees that amount equivalent to 10% (ten percent) of the price of the apartment as mentioned in clause 1(b) shall be treated as earnest money.
- f) That the Promoter hereby agrees to sell an apartment to the Allottee(s) at the rate stated above which shall be exclusive of other additional charges and taxes, preferential location charges, parking charges (open/covered/Back to Back), External Electrification Charges, Power Back Up Charges, Interest Free Maintenance Security (@ Rs. 35/- sq.ft.), Advance Maintenance Charges of three years (@ Rs. 3.5 per sqft/per month), Fire Fighting Charges, Advance Club Usage Charges, IGL Charges, Meter Charges, Electricity Connection Charges, Water & Sewer Charges, Legal Charges and other applicable charges along with all taxes thereon including GST. The price is exclusive of G.S.T., Service Tax, Value Added Tax (VAT), Works Contract Tax (WCT) or any other tax, cess or charge imposed by the State Government or the Central Government or any other competent authority or may be imposed in the future. Similarly, any future additional requirements of fire fighting equipment or requirement inside the Apartment or which may be required on account of the said reasons or any reasons beyond the control of the Promoter shall be charged extra and paid for by the Allottee(s) proportionately.
- g) That, in case the Allottee(s) opts for payment of consideration in installments, the Promoter hereby covenants that timely payment of the installment as per the payment schedule opted by the Allottee(s) shall be the essence of this allotment. It shall be obligatory on the part of the Allottee(s) to make payments on or before the due dates as per the schedule given hereto. The Promoter covenants and the Allottee(s) hereby agree that no notice shall be issued to demand payment of the installment on the due dates. It is further represented by the Promoter that the Allottee(s) have understood and are aware of the payment plan and the respective due dates for payment of installment and the same has been agreed to and confirmed by the Allottee(s).
- h) Installment Call Notice/ Demand Letter if issued by the Promoter to the effect that installment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this allotment.

- i) That the payment shall be adjusted first towards the interest due and subsequently towards the principal amount dues.
- j) Timely payment is the main essence of the Agreement, however, there will be a grace period of fifteen days shall be permitted and in case the delay exceeds the grace period interest @ MCLR (Marginal Cost of Lending Rate) + 1% shall be charged from the due date.
- k) If the payments are not received as per the installment plan mentioned in Schedule 1, or in the event of breach of any of the terms and conditions of this agreement by the Allottee(s) or for any other reason, the Allotment/booking/ shall be cancelled and 10% of the price of the apartment as mentioned in clause 1(b) will be forfeited and the balance amount will be refunded without any interest within 90 days of completion of the paper work by the Allottee(s).
- l) In the eventuality of a prolonged delay in the payment of installment (more than 6 months) where the cancellation could not be made by an omission or any other reason, in exceptional circumstances the Promoter may in its sole discretions condone the delay in receipts of payment by enhancing the cost of the Apartment as per the prevailing rates or charging interest @ 21% per annum whichever is higher.
- m) That, upon cancellation, the Promoter shall be at liberty to dispose off the said Apartment/Unit to any new party without any reference to the Allottee(s).
- n) That the allottee shall not be entitled for any claim/ interest after the said cancellation.
- o) In case reissuance of Agreement to Sell, tripartite agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution for any reason, the Promoter has sole right to reissue them or reject the application of reissuance. If/whenever they are reissued by the Promoter, that shall attract a fee of Rs. 300/- per Sq. Ft. every time, as administrative charges and shall be payable by the allottee(s).
- p) That for all payments, the date of clearance of the cheque shall be taken as the date of payment. A cheque which is dishonored for any reason whatsoever will call for an administrative handling charge of Rs. 2,000/- exclusive of the bank charges levied on the Promoter which shall be borne and paid by the Allottee(s). It is to be further clarified that the claiming of administrative handling charge of Rs. 2,000/- by the Promoter as mentioned hereinabove shall not bar the Promoter from exercising any other rights that may be available to the Promoter under this Agreement or under the law.
- q) That the Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement; waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

2. It is hereby agreed, understood and declared by and between the parties that the Promoter may take construction finance/ demand loan/ term loan for the construction of the above complex from the Banks/ Financial Institutions after mortgaging the land, apartments of the said complex. However, the Sale Deed in respect of the said apartment in favor of Allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same.
3. At the stage of completion of the Apartment the Promoter shall demand such expenses and fees including but not limited to the cost of stamp duty, other charges including but not limited to legal charges @ Rs. 25,000-00, registration charges as per actual and all other charges stated in the agreement henceforth from the Allottees(s) The allottee shall be responsible for the registration of the sale deed/ Agreement to Sell with the competent authorities. The Promoter shall not be under any obligation to execute the Sale deed until and unless the fees/charges as stated in this Agreement to Sell are paid by the Allottee(s). It is further understood and agreed by the Allottee(s) that the Promoter may cancel the Allotment after due intimation if the Allottee(s) is unable to make the payment(s) for execution of the Sale Deed.
4. That there would be no price escalation for the booked Apartments.
5. The Allottee(s) have fully satisfied himself/ themselves about the right, title and interest in the land of the Promoter and after duly satisfying himself/ themselves about the feasibility of the project and the knowledge, expertise and competence of the Promoter in developing ALPHA SKY VILLAS has opted for allotment of the said Apartment/Unit.
  - 5.1 That the Allottee(s) further hereby agrees that the allotment made hereinabove is subject to such variations/ additions/ alterations etc. in the design, layout, specification etc, as may be deemed appropriate by the Architect or the Promoter for ALPHA SKY VILLAS.
  - 5.2 That the allotment is subject to the bye laws, rules and regulations of MVDA, and any other statutory or local authorities.
6. That the Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment / Unit to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be. Similarly, the Allottee shall make timely Payments of the installment and other dues Payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as Provided in Payment Plan.
7. The Promoter shall complete the complex and hand over the possession of the apartment to the Allottee(s) at the earliest possible date, subject always to 50% of the Allottee(s) making timely payment. In case the Complex is not completed or started

or the apartment to be acquired by the Allottee(s) is not constructed, the Promoter may cancel the allotment of the apartment without assigning any reason and the amount received by the Promoter shall be refunded to the Allottee(s) without any interest and no other claim shall be made by the Allottee(s) and entertained by the Promoter.

8. That the Promoter hereby agrees to assign and transfer all rights, title and interest in the Apartment including proportionate and imitable share in the land area underneath along with the right to passage, easement, benefit and privileges attached and appurtenant thereto to the Allottee(s) subject to payment of basic consideration and other charges and taxes applicable mentioned in this Agreement to Sell. The Promoter is empowered to make variations/ modifications in the plan, design and specification at any time during the construction period.
9. The Allottee(s) shall be entitled to the delivery and possession of the apartment only after the Allottee(s) has completed all formalities and paid all amounts due and payable by the Allottee(s) including its Basic Price, Parking Charges, Electricity Connection Charges, Fire Fighting Charges, Maintenance Security @ Rs. 35/- per Sqft., Other Incidental Charges like Meter Charges, Advance Club Usage Charges, Advance Maintenance Charges for a period of three years @ Rs. 3.50 per sqft/per month etc. and after the execution and registration of the sale deed or such other document as stipulated or required in accordance with the laws. G.S.T. on the same shall be charged in addition to the charges.
10. That the Promoter agrees and understands that timely delivery of possession of the Apartment / Unit to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over the possession of the Apartment / Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place within the time period as stipulated with the RERA Authority and the permissible time extensions in the Act subject to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment / Unit.
  - 10.1 In the event, the Allottee(s) fails to take possession of the apartment within a period of three months from the date of offer of possession, the Allottee(s) shall pay penal amount at a rate of Rs. 10/- per sq. ft. per month as holding charge to the Promoter for the period the Allottee(s) delays in taking possession. This amount shall be in addition to any interest or other penalties payable by the allottee for delay in payment of the amount due.
  - 10.2 In the event, the Allottee(s) fails to take possession of the apartment even within a period of one year from the date of expiry of the notice period, the allotment made to the Allottee(s) may be cancelled and the Promoter shall forfeit the earnest money and refund the balance consideration paid to the Promoter, without any interest.

10.3 Upon taking possession of the Apartment, the Allottee(s) shall have no claim against the Promoter as to any item of work, materials, installations, etc. in the said apartment or any ground whatsoever. Complaints, if any are to be got removed before delivery of possession to the Allottee(s).

10.4 Since it is a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all phases.

10.5 That a written intimation for completion of project will be sent to the Allottee(s) and a “Fit-out-Period” of one quarter (three months) will commence from the date of offer for possession. The said “Fit-out-Period” is in order to facilitate the Allottee(s) to communicate exact date by which he/she/they will be taking physical possession of the apartment after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of sale deed etc. The installation of sanitary ware, wash basin, kitchen sink, hardware accessories, final touch of paint, fixing of wooden flooring etc. will be done during said “Fit-out-Period” only, which will take around 20 to 25 days for an individual apartment.

11. (a) That if for any reason whether within or out of the control of the Promoter whole or part of scheme is abandoned no claim shall be preferred except that the money received from the Allottee(s) will be refunded, in full without any interest.

(b) The Allottee(s) agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or any other Authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said apartment/ buildings or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent Authority (ies) become subject matter of any suit/ writ before a competent court or due to force majeure conditions, the Promoter, after provisional and/ or final allotment, is unable to deliver the apartment and/or parking space(s) to the Allottee(s) for his/ her occupation and use, the Allottee(s) agrees that the Promoter if it decides in its sole discretion to refund, then it shall be liable only to refund the amounts received from him/ her without any interest or compensation whatsoever.

**12. That the Promoter hereby represents and warrants to the Allottee as follows:**

- (i) That the Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) That the Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;

- (iii) That there are no encumbrances upon the said Land or the Project except the project loan obtained by the Promoter
- (iv) That there are no litigations pending before any Court of law or Authority with respect to the said Land or the Apartment / Unit;
- (v) That all approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment / Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and Apartment / Unit and Common Areas;
- (vi) That the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) That the Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the said apartment/ Unit which shall, in any manner, affect the rights of Allottee under this Agreement;
- (viii) That the Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment / Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) That at the time of execution of the sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment / Unit to the Allottee. The common area shall be handed over to the RWA/AOA as per the provision of RERA and U.P. Apartment Act.
- (x) That the Schedule Property is not the subject matter of any HUF and that no part thereof is owned by a and/or no minor has any right, title and claim over the Schedule Property;
- (xi) That no notice from the Government or any other local body or Authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land.

13. a) Saving and excepting the particular Apartment/ Parking Space, Storage/Shop allotted, the Allottee(s) shall have no claim, or right of any nature or kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, or any other space (hereinafter referred to as the “common area”) not allotted specifically to him. The Promoter shall always be the sole and absolute owner of the terraces until and unless sold specifically to any buyer. The Promoter shall have all

the right over common spaces and the Promoter shall, at its discretion, use the same for any other purposes as may be desired by the Promoter.

b) That save and except, in respect of the apartment to be allotted to the Allottee(s), the Allottee(s) shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over or in respect of complex, open spaces and all or any of the common areas of the complex.

14. The Allottee(s) shall not be entitled to fragment/ subdivide/ extend or carry out structural design or layout changes to the apartment or to make any addition/ alteration without prior written permission of the Promoter. If after the possession of the said apartment is handed over to the Allottee(s), any additions or alterations in or about or relating to the said complex, are required to be carried out by the Government/ MVDA / Municipal Authorities or any statutory authority or in way pursuant to any statutory requirement, the same shall be carried out by the Allottee(s) in cooperation with the other Allottee(s) at their own costs and the Promoter shall not be in any manner liable or responsible for the same. All such additions and alterations shall be carried out after getting the plans thereof sanctioned by the competent authorities. The Allottee(s) shall not do any changes which will result in change in elevation/façade of the Complex.

15. The Allottee(s) shall not be entitled to get the name(s) of his/ her/ their nominee(s) substituted in his/ her/ their place. The Promoter, may, however, in its sole discretion, permit such substitution on payment of administrative charges as it may deem fit. Any change in the name of the Allottee(s) as registered/ recorded with the Promoter (including addition/ deletion), amongst family members (husband, wife, and own children and real brother/ sister) will be attracting administrative charges. Administrative charges as prescribed by the Promoter from time to time will be paid by the Allottee(s), before such change.

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

17. The Promoter is not bound to issue the sale deed until and unless the correct stamp duty in relation to a sale is paid in accordance with the law. Any doubt as regards the payment of correct stamp duty shall be clarified by the Allottee(s) and the Transferee with the relevant Government Authorities before transferring the Allotment. Also, the Allottee(s) agrees to obtain the No Objection Certificate (NOC) from MVDA, if required for the said transfer and pay administrative charges as applicable and payable on transfer as per the prevailing policy of the Promoter.

The request letter for change of the right of the Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/ certificate from the concerned bankers or financial institutions in case payment

against the said apartment was made by the Allottee(s) by raising funds/ loans against allotted apartments as security from bankers or financial institutions.

18. The Allottee(s) shall not use the apartment for any such activities, as are likely to be a nuisance, annoyance or disturbance to other residents of the complex or activities which are against law or contrary to and in violation of the rules, regulations or guidelines of the Local Authorities. The Allottee(s) shall not store any hazardous or polluting articles/ substances in the said apartment.
19. The Allottee(s) agrees and undertakes that before or after taking possession of the Apartment or at any time hereafter, he will have no right to object the Promoter constructing or continuing with the construction of the other buildings adjoining to or otherwise in the complex known as ALPHA SKY VILLAS.
20. The Allottee(s) agrees not to put up any fixture, fittings including but not limited to air conditioner/coolers etc., name or sign board, neon light, publicity or advertisement material, hangings of clothes on the external facade of the buildings/ towers or anywhere on the exterior of the buildings or in the common areas. The Allottee(s) also agree(s) not to change the color scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevation or design of the apartment. The Allottee(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.
21. As per the layout plan, it is envisaged that the apartments on all floors shall be sold as an independent apartment with imitable and undivided share in the land area underneath the plot. The Allottee(s) shall not be permitted to construct anything on the terrace. However, the Promoter shall have the right to explore the terrace in case of any change in the Floor Area Ratio (FAR), carry out construction of further apartment(s) in the eventuality of such change in the FAR. However, if as a result thereof, there are any changes in the boundaries or areas or reduction in the proportionate undivided share of land of the said apartment, the same shall be valid and binding on Allottee(s). However in such case there shall be no change in the Super Area of the Apartments of the Allottee(s). The Promoter shall be entitled to connect the electric, water, sanitary, drainage, fitting etc. on additional Structure/ stories with existing electric, water sanitary, drainage sources at its own cost.
22. That the Promoter can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Promoter and by signing this agreement/application and terms and conditions, it shall be presumed all time consent of the applicant(s) for all which has been stated herein. That the Allottee(s) will further provide undertaking under Section 10 (b) of the Uttar Pradesh Apartment Act, 2010 "Form-B" alongwith this Agreement to Sell. The allottee further gives unconditional consent that subsequent to this change there shall be a reduction in his proportionate undivided share in the land and the density of the project.
23. That the Allottee(s) has expressed his consent that the Promoter may utilize any additional construction permitted by the Mathura Vrindavan Development Authority Uttar Pradesh in any

manner whatsoever either by way of purchasable FAR or increase in FAR as per Govt. norms or compounding of deviation. The Allottee has expressed his consent for the same and shall have no objection before any authority, local bodies, court of law for the Promoter utilizing constructing the said additional construction in any manner and selling the same. The allottee understand that there may be changes in the total built area of the project, increase or decrease in the total number of units, decrease in the proportionate undivided share of land for which he gives his unconditional consent at the time of signing of this agreement.

**The Allottee(s) clearly understand that his undivided share in the land will be determined after the completion of the said construction and he shall not object to the reduction in undivided share due to construction of said additional area.**

24. It is agreed that the including easement rights, Open Spaces, unsold Flats/Apartments, unsold Parking Places, Spaces for Commercial and Recreational Facilities, Convenient Shopping Spaces, spaces for Public Amenities, Studio Apartment, Community Clubs, Storage, Spaces, Commercial Constructions, Spaces in Basement, Party Hall, Parlor, Shops, Terraces, etc. or any other Spaces/or which is not including in Common Areas and/ or other amenities areas shall be the sole and absolute property of the Promoter and the revenue collected from them shall be utilized by the Promoter at its sole discretion. The Allottee(s) shall have no right over such spaces or revenue collected from them.
25. The Promoter shall have authority to Join/combine/amalgamate two or more Apartments/Units in the project for which the Allottee does not have any objection. the allottee consents that such amalgamation shall not be construed as change in layout plan.
26. The terrace of the complex including the parapet walls shall continue to be the property of the Promoter and the Promoter reserves the right to give on lease or hire any part of the top roof/ terrace, above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/ hire/ lease the same for advertisement purposes and the Allottee(s) agree that he shall not object to the same and shall not make any claim on this account. The Promoter will also have exclusive right of easement of roofs.
27. The Promoter reserves the right to correct, modify, amend, change all the annexure attached hereto which are indicated to be tentative and Allottee(s) agree(s) for the same.

28. That the amenities like Road, Electricity, Sewer and Water Supply shall be provided by the Municipal/or relevant Authority concerned up to the boundary of the said Project. The Promoter will carry out all the above mentioned amenities within boundary of the said Project i.e. internal development of the Project. The delay in providing the above said facility on the part of the Authority Concerned shall not be considered the delay on part of the Promoter.
29. That the allotment of the apartment has been made subject to additions/ alterations/ variations in layout plan and other specifications of the complex including increase/ decrease in the super area necessitated during the construction of the Complex.
30. The Allottee(s) has/ have hereby agreed to and understood that there could be change in the super area or other specifications of the apartment and in such an event, no claim, monetary or otherwise shall be entertained or accepted by the Promoter, except that in case of reduction in the above mentioned area, the money shall be refunded proportionately to the booking price and in the case of increase in the area, the difference in the area shall be paid by the Allottee(s) at the prevailing market rate at the time of possession or earlier when the demand is made by the Promoter.
31. That in case of any change in the super area of the apartment, the Promoter covenants to notify the Allottee(s) in writing of such change including the increase/decrease in cost of Apartment along with the manner in which the same shall be paid by the Allottee(s). In case the change in area is more than 10% then the Allottee(s) may cancel their Allotment, after adopting the procedure mentioned in this Agreement to sell without paying any cancellation charges. The Promoter shall not be under any obligation to provide a report of a certified architect confirming the increase/decrease in the super area of the Apartment. The Allottee(s) may visit the Apartment at any time to inspect and verify the increase/decrease in the super area of the Apartment.
32. The Promoter may, at its sole discretion, appropriate the money from the Allottee(s) towards any account and the appropriation so made shall not be questioned by the Allottee(s).
33. It is clearly stated that this agreement is not an agreement for construction. The request for any modification(s) and/ or alteration(s) for specifications and layout of the apartment by the Allottee(s) shall not be entertained. The layout and specifications are fixed and are non-negotiable. Till the Sale Deed is executed in favor of the Allottee(s), the buyer shall remain only an Allottee(s) of the apartment.

#### **34. Defect Liability Period**

That there will be defect liability period of five years as per terms of Real Estate (Regulation and Development) Act, 2016. The defect liability shall be limited to the defect in construction (i.e. structure only) however, hair cracks in plaster masonry and general wear and tear shall not be considered as defects. Defect liability shall not cover force majeure situations such as case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature. The defect liability is not applicable on the bought out items most of which are covered under warranty by the

manufacturers themselves. However, in the event of recurring problems with the bought out items, the Promoter shall co-operate with the Allottee in sorting out the issue.

Any bought out items provided to the Allottee within the apartment as per the agreement shall be on the back to back basis. The defect liability of such items shall be on and would be limited to the period as offered by its manufacturer. The warranty for capital items such as Generators, lifts etc. shall also be on back to back basis as given by the manufacturer. The allottee agrees that in case annual maintenance contract needs to be renewed and any amount has to be paid therein for any item provided in the project then the allottee shall pay proportionate share of the same. In case the AMC is not renewed for any reason whatsoever, then the warranties for that product shall stand cancelled.

If the Allottee of the unit makes any type of changes in the apartment or undertakes any addition/alterations of any nature not limited to electrical/plumbing/civil without obtaining prior written consent of the developer then the defect liability period shall end immediately on such addition/alteration. Further natural material used in construction/finishing like wood, stone etc. are subject to wear and tear with time which leads to change in physical appearance and defects like cracks, warpage these natural materials are not covered under the defect liability period.

35. The Allottee agrees and undertakes that he / she shall join (RWA/AOA) as may be formed by the promoter on behalf of the unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose. The Allottee, after Offer of Possession has been made by the Promoter, agrees to pay the maintenance charges as determined by the Promoter/its nominated Maintenance Agency / Association of Allottees, as the case may be.
36. The Promoter will apply for separate meter connection for each Apartment / Unit with the concerned authorities and the charges for which are not included in the total sale price. The allottee shall pay the charges as demanded by the Promoter or shall have the option to take a separate meter connection directly from the State Electricity Board.
37. That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the Promoter. The date of applying the completion certificate shall be presumed as the date of completion. The Promoter shall not be liable for the penalty for delay in possession after the letter of offer of possession.
38. That at the time of handing over the maintenance of the Project to the RWA the following will be handed over to the RWA, i.e. all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Distribution system with all liabilities if applicable, Generators , Security Gates with intercom, lift rooms at terrace and other area falling under the common area.

**Note: All the un-sold Spaces and areas which are not falling the part of common area/terraces shall continue to be the property of the Promoter and all right are reserved with the Promoter for the said areas.**

39. That the Allottee shall be considered under a condition of default, on the occurrence of any of the following events:
  - (i) That in case the Allottee fails to make payment of even a single installment due the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the rules
  - (ii) That in case the Allottee fails to make payment of 2 (two) consecutive demands or installments totaling to 25% of the cost of apartment whichever is lower, despite having been issued notice in that regard, and the default continues for a period beyond 30 days, the Promoter shall cancel the Apartment / Unit allotted in favour of the Allottee and refund the amount received from the allottee after deducting the earnest money, GST and the interest liabilities and this Agreement shall thereupon stand automatically terminated.
40. The Allottee(s) also undertakes to keep the Promoter indemnified and harmless against all damages, claims, liabilities, actions, costs, expenses, and proceedings which may be caused to or suffered by or made or taken against the Promoter, which is directly or indirectly arising out of breach of terms thereof of this Agreement to Sell.
41. The Allottee(s) hereby agrees that all taxes, charges, levies, rents, demands, claims and municipal charges, by whatever name called, assessed, imposed or levied by MVDA or the Government or Statutory Body or any other local authority or any Authority(ies) in respect of the Project Land said apartment shall be payable by the Allottee(s) to the Promoter or to the competent authorities as the case may be. The Allottee(s) undertakes to keep and hold the Promoter indemnified and harmless in this regard. These taxes will become payable to the concerned authorities irrespective of the fact whether the possession has been taken or not. If, however, the apartment remains vacant, it is the responsibility of the Allottee(s) to inform the concerned authorities to claim vacancy remission, if any.
42. Further, if there is/are any GST, Tds, Service Tax, Commercial/ Sales Tax, Additional Levies, Rates, Taxes, Charges, Compensation to the farmers, Government Cess and Fees etc. as assessed, unpaid and attributable to the Promoter as a consequence of Government/ MVDA/ Statutory or other local authority(ies) order, the Allottee(s) shall pay the same in their proportionate share, if any.
43. It is specifically made clear to the Allottee(s) and is agreed by the Allottee(s) that the Allottee(s) shall have no right, title or interest in the ownership of the club and its ancillary facilities, its membership, operation and running of the club and other recreational and sporting activities. The Allottee(s) shall not raise any dispute/ objection to any activity(ies) of the club or any other recreational and sporting activities including but not limited to lighting arrangements, parties/ get-togethers,

tournaments and other activities of the Club arrangements, which may be carried through out the year at the sole discretion of the management of the club. It is further made clear that the Allottee(s) will be required to pay separate deposits/ charges for securing admission and usage to the club, other recreational and sporting activities and other community facilities, the acceptance or rejection of which shall be at the sole discretion of the management of the club and other community facilities and the Allottee(s) shall not raise any dispute/ objection in this regard at any time during the occupancy/ownership of the said apartment. It is further made clear to the Allottee(s) that the running and operation of the club and other recreational and sporting activities, community facilities may cause disturbance to the occupants of nearby areas for which the Allottee(s) specifically agrees to raise no dispute or make any claim of whatsoever nature against the Promoter in this regard.

44. That the Allottee undertakes that he/she/they have fully read and understood the terms and conditions mentioned herein above. The allottee hereby gives his consent as may be required as per the law for any subsequent change in layout/elevation/design, coverage area, common area, limited common area alongwith any alteration in open space, undivided share in land etc.
45. Maintenance of the Buildings and common areas:
  - i) Before the occupation of the apartment, Allottee(s) shall keep an interest free security deposit of Rs. 35/- per sq. ft. with the Promoter or its nominees as security deposit. The Promoter /its nominee shall be at liberty to use the total deposit for cost of replacement of assets of maintenance like generators, lifts etc., repainting of the buildings, repairs and maintenance of the buildings not covered in the maintenance charges, settling the arrears of the Allottee towards maintenance, government taxes, statutory payments or any other payment due/payable by the Allottee, proportionate cost of the club if handed over to the Residents' Welfare Association (RWA) and the Allottee shall not object for the same.
  - ii) The allottee hereby gives his explicit consent that as and when the maintenance security is handed over to AOA/RWA the Promoter shall be entitled to deduct all outstanding (maintenance or otherwise) from the total maintenance security available with him. The allottee shall not object if the total amount due from any one allottee exceeds the IFMS received from that person and the excess amount deducted from the total IFMS available with the Promoter.
  - iii) That the Allottee(s) have to execute the parking agreement and agreement for supply of electricity, agreement for power back-up etc. at the time of possession. The set of all these documents are available in a printed format which has been shared with the allottee. In case the Allottee(s) is not agreeable with any of the terms and conditions or the content therein, the Allottee(s) can cancel the said booking and ask for refund of amount deposited without any interest before signing the Agreement to Sell.
  - iv) The maintenance, upkeep, repairs, security etc. of the buildings including the landscaping and common lawns of the buildings will be organized by the

Promoter or its nominee. The Allottee(s) agrees and consents to the said arrangements. The Allottee(s) shall pay maintenance charges which will be fixed by the Promoter or its nominee from time to time depending upon the maintenance cost. Any delay in payments will make the Allottee(s) liable to interest @ 24% per annum. Non-payment of any of the charges within the time specified shall also dis-entitle the Allottee(s) to the enjoyment of common services including lifts, generator, electricity, water and fire fighting etc. Because of the knowledge, experience and technical expertise in maintaining multi-storied buildings and running of common services in such buildings, the Promoter may entrust the work of maintenance, upkeep and preservation of the buildings, operation of common services in such buildings, operation of common services and necessary desirable facilities for its occupiers/visitors and management of the common area thereof, to its nominee.

- v) It is also specifically agreed that the Builder/ Promoter shall not pay maintenance charges to the Association/ Maintenance Agency of the Allottee(s) on the unsold apartments and/ or apartments belonging to the Promoter.
- vi) The Allottee(s) shall pay water charges and sewerage charges as may be determined by the Promoter or Maintenance Agency.
- vii) That the Maintenance Charges, Power back-up charges, fixed charges for electricity and power back up, city level maintenance charges shall be paid by the allottee and deducted through prepaid electric meter system or shall be paid in advance on yearly basis in case prepaid electric system is not installed.

46. That the rate for Electricity charges will be as per the rates of State Electricity Board which includes Fixed charges, regulatory charges, unit charges, taxes and duties. However the line losses @ 8% of the unit charges will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable by the Allottee(s) along with the consumed unit charges the rate of which will be decided by the Promoter on the basis of the cost of the inputs like diesel/gas etc. and will increase/decrease along with the cost of these inputs.

47. That the rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the Allottee(s) will be decided by the Promoter and shall be final and binding on the Allottee(s).

**Note : N.O.C. from the Promoter/Maintenance Agency is required for clearance of dues prior to the sale of Apartment by the Apartment owner otherwise the subsequent buyer will not be allowed to avail the maintenance services.**

48. That as per the current system (multi point electric connection) each allottee shall take a separate electricity connection from the State Electricity Board. If in the future single point electricity connection is permitted by the State Electricity Board then the allottee gives his explicit consent that the Promoter shall opt for single electricity

connection system whereby the electricity will be distributed through separate meters to the Allottee(s) through pre-paid systems. The Allottee(s) will get the Electrical Connection for the capacity as opted for him/her/them in the application and also according to all the other Terms & Conditions as per electricity supply agreement. The allottee agrees to pay electricity connection charges @ Rs. 15,000/- per KVA to the Promoter in case of supply of electricity through single metering system. In case the electricity is supply through individual meters directly from the State Electricity Board, the allottee agrees to pay Rs. 7,500/- per KVA of the connected load to the Promoter in addition to the charges of the State Electricity Board.

49. That the Allottee(s) can also avail Power back-up facility as opted by him/her/them in this application. The Allottee(s) shall ensure to consent in writing at the time of signing this agreement the requirement of the load for power back up as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of D.G. Set) shall be subject to the prevailing rates of fuel at the time of possession.

**Note:- Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in the booking application.**

50. That the Allottee(s) consent that any repair in the apartment/shops shall be undertaken by authorized/certified plumbers and electricians only. The Allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, firefighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their negligence or willful act.
51. That the Allottee(s) consents that he/she/they will have to allow sweepers/maintenance staff to enter in his/her/their apartment /premises for cleaning /maintaining/ repairing of the pipes/ leakage/ seepage in his/her/their Apartment or any other Apartment or common areas.
52. That the Promoter/maintenance agency /Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the RWA/AOA and/or maintenance agency to enter into the Apartment / 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.
53. That services areas in the project shall be earmarked and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. are provided in the project. The Allottee shall not be permitted to use the services areas & basements in any manner whatsoever, other than those earmarked as parking spaces.
54. That the Allottee shall, after taking possession, be solely responsible to maintain and repair the Apartment / Unit at his/her own cost in good condition, and shall not do or

suffer to be done anything in or to the Building, or the Apartment / Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any Authority. The allottee shall not change or alter or make additions to the Apartment / Unit and keep the Apartment / Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the structure and other facility of the project are not damaged or jeopardized.

55. Electric connection will be taken for the Complex from Paschimanchal Vidyut Vitran Nigam Limited (PVVNL) or any other source and will be distributed through individual meters/sub meters (pre paid or otherwise) to all Allottee(s). Charges for installation of the electric meter shall be paid to PVVNL in case of multi point system and to the Promoter in case of single point system. The allottee shall pay charges for the distribution system to the Promoter in addition to the above @ Rs. 50/- per sq. feet at the time of possession of the apartment. The Allottee(s) shall have to make the payment in time of all the bills on account of electricity or any other charges etc. as consumed by them to the vendor or its nominated agency.
56. The Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands etc. of the Group Housing and also agree to comply with and carry out all the requirements, requisition, demands and repairs which are required to be complied with in regard to rules and regulations or directives of the MVDA/Municipal Authority/Government or any other competent authority in respect of the apartment and buildings and the land on which the buildings are standing, at his/ her/ their own cost and expenses. The Allottee(s) shall pay the same to the concerned authorities directly or shall pay to the Promoter in proportionate share on demand by the Promoter for the above said reasons before and after handing over the possession. The Allottee(s) shall keep the Promoter indemnified, secured and harmless against all cost and consequences and all damages, arising on account of non compliance with the said requirements requisitions, demands etc. after possession. The apartment shall be used for the purpose for which it is allotted.
57. The Allottee(s) hereby agrees to comply with the laws as may be applicable to the said apartment including but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 in the Apartment and it shall always remain solely/collectively responsible to obtain and always keep alive and make available necessary certificates from the Pollution Control Board and/ or other appropriate authorities in this regard.
58. The contents of each apartment alongwith the connected structural part of the building shall be insured by the Allottee(s) at his/her/their own cost against the fire, earthquake etc. The Promoter after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure as per the clauses of RERA. The Allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for the maintenance of building.

59. The Promoter represents and undertakes that pursuant to the execution of the sale deed and handing over of possession of the apartment, the Allottee(s) shall have all right, title and interest in the apartment and shall hold, enjoy and use the apartment and every part thereof without creating any unreasonable interruption either by itself or by any person or persons claiming under, for or on its behalf.
60. The Promoter hereby represents that the Allottee(s) shall have the right to use and enjoy common areas and facilities such as area under corridors, passages, staircases, lifts, architectural features, entrances and exits of the buildings and including all easement rights attached to the apartment along with the other Allottee(s) of the Apartments and the Allottee(s) shall not cause any hindrance/ blockage/ erection in the common areas so as to cause inconvenience and difficulties in the use and enjoyment of the common areas and facilities by other Allottee(s). Facilities like stair cases, corridors, passages, terraces, parks, lifts etc. and common spaces and services shall be utilized by the Allottee(s) along with other Allottee(s) and no one shall have exclusive right to their usage, nor make any alterations thereto.
61. That wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in the proportion which the Super Area of the Apartment / Unit bears to the total super area of all the Apartment / Units in the Project.
62. The complex shall always be known as "**ALPHA SKY VILLAS**" and the same shall never be changed by the Allottee(s) or any other association or person(s).
63. The Allottee(s) covenants with the Promoter to regularly pay the amounts which the Allottee(s) is liable to pay under this Agreement to Sell and to observe and perform all terms and conditions contained in the Agreement to Sell and to keep the Promoter and its agents and respective estates and effects, indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss and damages that the Promoter may suffer as a result of non- payment , non- observance or non-performance of the said terms and conditions, except in so far as the same are to be observed and performed by the Promoter.
64. Until the Sale Deed is executed and registered, the Promoter shall continue to be the owner of the said apartment and also the construction thereon and this allotment shall not give to the Allottee(s) any rights or title or interest therein even though all payment has been received by the Promoter. Financial Institution/ Bank shall have the first lien and charge on the said apartment (including on any income/ rent, there from) for all its dues and other sums as are and/ or that may hereafter become due and payable by the Allottee(s) to the Promoter / Financial Institution/ Bank.
65. Each of the provisions contained in this allotment shall be severable, and the unenforceability of one shall not affect the enforceability of any others of the remainder of this Agreement to Sell.

66. Each party hereto undertakes with the other to act in the utmost good faith in interpreting and implementing this allotment and agrees to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this allotment.
67. The Stamp Duty, Registration fees and other charges for execution of the Sale Deed or any other deed or document with respect to transfer of right, title and interest in the Apartment shall be payable by the Allottee(s) within the time specified by the Promoter.
68. The Promoter shall not in any way be responsible for any damage or defect caused to the apartment after handing over possession of the apartment in accordance with this Agreement to Sell. However, in any case defect arises in the fixtures and fittings provided by the Promoter within a period of one year from the date of notice possession, any such defect shall be repaired/ rectified, at its discretion on the request made by the Allottee(s), in this behalf.
69. The Allottee(s), if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s), made thereof and all other applicable laws including that of remittance of payment, acquisitions/ sale/ transfer of immovable properties in India and any other act related hereto and to get the sanctions/ approvals/ permissions, as may be required, to enable the Promoter to fulfill its obligations under this Agreement to Sell. In case any such sanctions/ approvals/ permissions is not granted or refused or not sought or is lacking, then the allotment shall stand cancelled. The Promoter shall not be held responsible in any manner, for non compliance or non- adherence by the Allottee(s) to the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, Money Laundering Act and Rules made there under or any statutory amendment(s) and/or modification(s) thereof.
70. That the Carbon Credit Benefit arises, if any, in the Complex can be redeemed by the Promoter only.
71. The Allottee(s) shall give his/ her/ their complete registered address with the Promoter at the time of booking and it shall be his/ their responsibility to inform the Promoter by registered AD Letter about subsequent change, failing which all demand letters/ notices and letters posted at the first registered address will be deemed to have been received by him/ her/ them at the time when those should primarily reach and the Allottee(s) shall be responsible for any default in the payment and other consequences that might occur there from.
  - i) That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee

or the Promoter by Registered Post/Email at their respective addresses specified below:

**Name of Allottee :** \_\_\_\_\_

**Address of the Allottee** \_\_\_\_\_

**Email ID of the Allottee** \_\_\_\_\_

**Name of Promoter :** HARE KRISHNA ORCHID

**Address of the Promoter :** Orchid House, Building No. 3, Mezzanine Floor, Community Centre, East of Kailash, New Delhi-110065.

- ii) That in case of Joint Allottee(s), all communications shall be sent by the Promoter to the Allottee(s) whose name appear first and at the last address given by him/her, which shall for all purpose be considered as serviced on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).
- 72. The Promoter reserves the right to transfer ownership of the said "ALPHA SKY VILLAS" in whole or in parts to any other entity such as Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency by way of sale/ disposal/ or any other arrangement as may be decided by the Promoter in its sole discretion and the Allottee(s) agrees that he/ she shall not raise any objection in this regard.
- 73. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.
- 74. No amendments to this Agreement to Sell shall be valid unless executed in writing and signed by both parties.
- 75. Both the parties have signed this Agreement after understanding the contents which have been explained to each of them in a vernacular way which admitted as true and correct, without any pressure, duress, influence, coercion from any side, while keeping in good health and sound disposing mind.
- 76. This Agreement to Sell contains the entire understanding between the parties, and supersedes all prior understandings and correspondences, if any, of the parties hereto relating to the subject matter and any amendments, changes or alterations shall not take effect unless reduced to writing and signed by both parties.
- 77. That any dispute, controversy, or claim arising between the parties to this Agreement out of or relating to this agreement, including their respective rights and obligations contained herein, or the breach, termination, or invalidity of this agreements or

relating to interpretation of any provisions herein, such differences or disputes or matters shall be submitted for arbitration to the sole Arbitrator appointed by the Promoter, who shall decide the same in accordance with the Arbitration and Conciliation Act, 1996, and any other statutory modifications or re-enactment thereof. The language to be used in the arbitration shall be English. The arbitration proceedings shall be held in Delhi. Each party further agrees that it shall not commence or maintain any suit or legal proceeding concerning a dispute hereunder until such dispute has been finally settled in accordance with the arbitration procedure provided for herein.

78. That this allotment shall be governed by and construed in accordance with the laws of India and the courts in Delhi alone shall have the exclusive jurisdiction over the same.
79. That if any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement to Sell at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

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

Allottee: (including Co - Allottee)

- (1) Signature \_\_\_\_\_
- (2) Name \_\_\_\_\_
- (3) Address \_\_\_\_\_
- (4) Phone / Mobile \_\_\_\_\_
- (5) E-Mail id \_\_\_\_\_

- (1) Signature \_\_\_\_\_
- (2) Name \_\_\_\_\_
- (3) Address \_\_\_\_\_
- (4) Phone / Mobile \_\_\_\_\_

(5) E-Mail id \_\_\_\_\_

**Hare Krishna Orchid –Promoter**

Signature (Authorized Signatory)

Name : \_\_\_\_\_

Address : Orchid House, Building No. 3, Mezzanine Floor, Community Centre, East of Kailash, New Delhi-110065.

At on \_\_\_\_\_ in the presence of:

WITNESSES:

Signature

Name

Address

Signature

Name

Address

## **SCHEDULE I - PAYMENT PLAN**

### **PLAN 'A'**

	<b>Stages</b>	<b>% of Payment</b>	<b>Amount</b>
1.	Upon Booking	10%	
2.	Within 45 days of booking	15%	
3.	Upon Third Floor Roof Casting	25%	
4.	Upon 22 <sup>nd</sup> Floor Roof Casting	25%	
5.	At the time of offer of Possession	25% + IFMS + Other Charges	

### **PLAN 'B'**

	<b>Stages</b>	<b>% of Payment</b>	<b>Amount</b>
1	Upon Booking	10%	
2	Within 45 days of Booking	80% + PLC + Parking (if any)	
3	At the time of Offer of Possession	10% + IFMS + Other charges	

### **PLAN 'C'**

	<b>Stages</b>	<b>% of Payment</b>	<b>Amount</b>
1.	Upon Booking	10%	
2.	Within 30 days of booking	10%	
3.	Within 60 days of booking	20%+ PLC+ Parking (if any)	
4.	Upon Second Floor Roof Casting	5%	
5.	Upon Third Floor Roof Casting	5%	
6.	Upon Fourth Floor Roof Casting	5%	
7.	Upon Sixth Floor Roof Casting	5%	
8.	Upon Eighth Floor Roof Casting	5%	
9.	Upon Tenth Floor Roof Casting	5%	
10.	Upon Twelfth Floor Roof Casting	5%	
11.	Upon Fourteenth Floor Roof Casting	5%	
12.	Upon last Floor Roof Casting	5%	
13.	Upon Brick Work	5%	
14.	Upon Completion of external plaster	5%	
15.	At the time of offer of Possession	5% + IFMS+ Other Charges	

## **SPECIFICATIONS OF THE APARTMENT / UNIT**

**Note: - Any bought out items provided to the Allottee with in the apartment as per the agreement, as has been purchased from the manufacturing companies therefore the defect liability of such items shall be on back to back basis and would be limited to the period as offered by its manufacturer.**

### **STRUCTURE**

- Earthquake resistant RCC framed structure with filler walls (with latest seismic code)

### **FLOORING**

- Drawing/Dinning-Imported Marble/Engineered Marble/Vitrified Tiles (4'x2'), Bedroom/Kitchen-Vitrified Tiles . Master Bedroom- Laminated Wooden Flooring/Vitrified Tiles, Balconies & Toilet - Anti-Skid Ceramic Tiles

### **KITCHEN**

- Working Counter with polished Granite Stones/Engineered Quartz, Stainless Steel Sink, Ceramics Glazed Tiles Upto 2 ft. above Working Counter

### **ELECTRICAL**

- Modular Switches, sufficient light and Power Points, cable TV and Telephone Points in Drawing Room and Master Bedroom, Copper Wires in Concealed PVC Conduits

### **DOORS AND WINDOWS**

- UPVC/Aluminium Windows 8 feet hight, Door Frames in Wood, Main Door, Flush Door Laminated/Polished on both sides 8 feet high. All other doors shall be Flush Door/Modular Door shutter duly painted/lamented

### **ELECTRICAL (INTERNAL)**

- T.V. & Telephone Points in all bedrooms. Exhaust Fan Point in Kitchen and Toilets. Copper wiring in concealed PVC conduits modular Switches and Sockets in Adequate Number

### **ELECTRICAL (EXTERNAL)**

- Adequate Lighting in Common Areas, Staircase, Lobby, Parking Space Garden Etc.

### **WALL FINISH (EXTERNAL FINISH)**

- Most Modern Texture Paint

### **WALL FINISH (INTERNAL FINISH)**

- All Internal Walls of the Room and Drawing Dinning will be Painted using Oil Bound Distemper
- Gypsum Plaster/P.O.P. Punning/Putty Finish

### **SANITARY WORK (FOR INTERNAL PIPING)**

- Corrosion free PPR/CPVC pipes and fittings and CP fittings & Chinaware
- White Sanitary ware

**FORM “B”**

*(See Rule 6)*

**Undertaking by the person acquiring apartment (Under Section 10 (b) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.**

(Office of the Competent Authority at \_\_\_\_\_)

I/we \_\_\_\_\_ S/o, W/o \_\_\_\_\_

R/o \_\_\_\_\_, acquired apartment no. \_\_\_\_\_ in the property **ALPHA SKY VILLAS** situated at VIP Sunrakh Road, Vrindavan. (U.P.), by way of gift, exchange, purchase or otherwise or taking lease of an apartment from **HARE KRISHNA ORCHID**

I hereby undertake to comply with the covenants, conditions and restrictions subject to which said apartment was owned by the aforesaid **HARE KRISHNA ORCHID** before the date of transfer/Sale Deed.

Further, I/we am/are aware that the sanctioned plan of the project **ALPHA SKY VILLAS** of **HARE KRISHNA ORCHID** sanctioned vide reference no. \_\_\_\_\_ Dated \_\_\_\_\_ by MVDA authority with the total FAR of \_\_\_\_\_ Sq. mtr. and number of units/flats mentioned therein comprising of 3 towers.

All above is in my/our knowledge and I/we have no objection as on date or in future on this change/addition in area/number of units/flats.

Further, I shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

In presence of

1.

**Signature**

2.

<b>ENDORSEMENTS</b>		
I/We hereby assign all the rights and liabilities under this Agreement in favour of:		I/We hereby accept all the rights and liabilities under this Agreement in my/our favour by:
_____		_____
_____		_____

**TRANSFEROR**

**TRANSFeree**

The above Transfer is hereby confirmed

Authorized Signatory

PROMOTER

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ALLOTTEE