

**THIS AGREEMENT** (the agreement) is made at DELHI on this\_\_\_\_ day of \_\_\_\_\_20\_\_\_\_

**BETWEEN**

M/s Rudra Buildwell Projects Pvt. Ltd., having its Registered Office at D-53, Okhla, Phase -1, New Delhi - 110020 and Corporate/ Marketing office at A-66, Sector - 63, Noida 201301 (Hereinafter referred to as the '**Developer**' which expression, unless excluded by or repugnant to the context or meaning thereof, shall mean and include its successors, subsidiaries, associates and assigns) the party of the **FIRST PART**.

**AND**

1. **Mr./Mrs./Ms./M/s.**      XYZ  
**Address:**                      XYZ

Signature of Applicant\_\_\_\_\_

Signature of Co-Applicant\_\_\_\_\_

2. Mr./Mrs./Ms. XYZ  
Address: XYZ

(\* To be filled up, if the allotment is in the Joint Names)

Hereinafter referred to as the **Apartment Allottee(s)** which expression, unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her heirs, legal representatives, executors, administrators and successors the Party of the **SECOND PART**.

**Developer** and **Apartment Allottee(s)** are hereinafter collectively referred to as the '**Parties**' and individually as the '**Party**'.

**Whereas** the DEVELOPER is developing Group Housing/ Commercial Complex by the name of "**PALACE HEIGHTS**" located at the Plot No. GH-02B, Sector-1, Noida Extension, Greater Noida- 201303 on the land acquired by the company on lease for a period of 90 years from the Greater Noida Industrial Development Authority (GNIDA) under the Lease-deed vide **Registration No- 16184/2011** dated **4<sup>th</sup> April'2011** which has been duly registered with the office of Sub -Registrar, Greater Noida and physical possession of the said Plot has been handed over to the DEVELOPER by the Greater Noida Authority.

**Whereas** the requisite Agreement is being executed now incorporating the details embodied in the Application, terms and conditions of which shall form integral part of this Allotment unless superseded directly or indirectly, by anything contained in this Agreement.

**Whereas** in accordance to the terms of the Lease Deed of the said Plot, the developer is authorized to develop the project and for construction of Group Housing as per Building Plans approved/ to be approved by the Greater Noida Authority and also authorized to allot the dwelling units on Sublease basis to their allottee(s) and also provide space for certain facilities.

**Whereas** the Allottee(s) has/have applied vide application dated \_\_\_\_\_ for Registration/ Allotment of a residential Apartment in the Group Housing Scheme.

**Whereas** the Allottee(s) has/have full knowledge of the applicable laws, notifications, rules and regulations applicable to the said Land/ Complex and is fully satisfied about the right, title and interest of the DEVELOPER in the said land/complex

**Whereas** the Allottee(s) has/have understood that the DEVELOPER is entitled to execute this agreement. Further, the Allottee(s) has/have represented and warranted to the DEVELOPER that the Allottee(s) has/ have the power and authority to enter into and perform this agreement.

**Whereas** the apartment Allottee(s) is/are aware that the expression '**Allotment**' wherever used in the agreement shall always mean provisional allotment and will remain so till such time a formal Sub-lease Deed is executed in favor of the Apartment Allottee(s).

**Whereas** this agreement constitutes the entire agreement and supersedes all previous arrangements and understanding between the parties concerning the matters as mentioned herein whether oral, written or implied.

**Whereas** the parties have agreed to the terms and conditions of sale/purchase of the apartment as set forth hereinafter.

**Whereas** the entire Project has been mortgaged to ECL Finance Limited and the allotment of flats/units in the Project is subject to the condition of obtaining the conditional no objection (NoC) from ECL Finance Ltd (ECLFL) and in case ECLFL refuse to give NoC or the NoC is not applied for, the allotment will automatically be cancelled and the booking amount shall be refunded. All the booking amount/sale consideration (other than VAT & Sale Tax), by whatsoever name called shall be deposited in the Escrow Account opened with \_\_\_\_\_ Bank in the name and style of \_\_\_\_\_ Limited Escrow a/c' bearing account no. \_\_\_\_\_ and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account.

**Whereas** The Project has been mortgaged to ECL Finance Limited (ECLFL) and the sale is subject to the terms of the conditional no objection (NoC) issued by ECLFL. All the sale consideration (other than VAT & Sale Tax), by whatsoever name called, shall be deposited in the Escrow Account opened with \_\_\_\_\_ Bank in the name and style of

Signature of Applicant \_\_\_\_\_ Signature of Co-Applicant \_\_\_\_\_

\_\_\_\_\_ Limited Escrow a/c' bearing account no. \_\_\_\_\_ and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account. This flat/unit shall remain mortgaged to ECLFL till deposit of sale consideration in full in the Escrow Account.

**NOW THEREFORE THIS AGREEMENT WITNESSTH AS UNDER:**

**ARTICLE 1  
SUBLEASE**

**1.a** That the developer hereby agrees to execute the Sublease Deed and transfer unto the apartment Allottee(s) and the apartment Allottee(s) hereof agrees to purchase Apartment No. \_\_\_\_\_ on \_\_\_\_\_ Floor in Block/Tower No. \_\_\_\_\_ having a Super Area of Appro: \_\_\_\_\_ sq. ft. in the complex "PALACE HEIGHTS" to be developed in the Plot No-02B, Sector-1, Noida Extension, Greater Noida 201303 (hereinafter referred to as the apartment) under the Sublease Agreement.

**1.b** That the Super Area shall mean and include the covered area, verandah and balcony, inclusive of the area under periphery walls, area under the columns and walls, area utilized for services, viz. area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies, and refuge area. The Apartment Allottee(s) hereby agrees to pay the Basic Price and other charges towards purchase of the apartment on the basis of Super Area. The Basic Rate (per sq. ft.) is firm, save and except as provided in this agreement. It is clearly understood by apartment Allottee(s) that all other facilities such as Shops, Clubs and other facilities and amenities will be the sole ownership of the Developer who will have the authority and power to use and / or transfer the same in any manner whatsoever. The total built-up area of the flat may, during the course of construction, change marginally. If there is any change the Basic Sale Price of the flat may be increased / decreased depending upon the variation in the area / size of the flat.

**ARTICLE 2  
SUBLEASE CONSIDERATION**

**2.a Consideration:**

That in pursuance of the allotment of the said Apartment to the apartment Allottee(s), the apartment Allottee(s) agrees to pay to the Developer a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards Sub-lease consideration of the Apartment, (hereinafter referred to as "Consideration"). The Sub-lease consideration is inclusive of the Basic Price, EDC, IDC and other current applicable rates.

In addition the Allottee(s) agree and undertakes to pay GST as demanded by the developer in terms of applicable laws/guidelines.

**2.b Booking / Registration Amount:**

Out of the total consideration as mentioned above the apartment Allottee(s) has already paid an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the Developer i.e. 10% of the Basic Price as booking / registration amount the receipt whereof the developer admits and acknowledges.

**2.c Payments:**

The apartment Allottee(s) agrees to pay the balance amount of the consideration in accordance with the Payment Plan annexed to this agreement as "Annexure A" along with the GST as applicable w.e.f. 1<sup>st</sup> July'2017 and as amended from time to time. In the event the apartment Allottee(s) fails to pay the balance Consideration or delays the payment of any installment and/or other charges, in accordance with the Payment Plan opted by the apartment Allottee(s) or before the due date, the apartment Allottee(s) shall be liable to pay simple interest calculated @ 12% per annum of the outstanding amount from the next day of the Due Date for the period of delay. It is further agreed that the developer shall adjust the amount received from the apartment Allottee(s) first towards the GST, Interest and other sums, if any, due from the apartment Allottee(s) under this agreement and the balance, if any, towards the Consideration payable under this agreement. The amount referred to in this Payment Advice shall be deposited in the Escrow Account opened up with \_\_\_\_\_ Bank in the name and style of \_\_\_\_\_ Limited Escrow a/c' bearing account no. \_\_\_\_\_ and all the cheques/demand drafts shall be drawn in favour of the aforesaid Escrow Account.

**2.d Time is Essence**

That the timely payment of each installment and other charges payable under the Agreement shall be the essence of this agreement. It shall be incumbent on the Apartment Allottee(s) to comply with the terms of the payments and / or other terms and conditions of lease of the apartment as stipulated in the agreement.

**2.e Earnest Money:**

Signature of Applicant \_\_\_\_\_ Signature of Co-Applicant \_\_\_\_\_

An amount equivalent to 15% (Fifteen Percent) of the consideration shall always be deemed to have been paid by the Apartment Allottee(s) as and by way of Earnest Money.

#### **2.f Failure/Delay in Payment:**

In the event the Apartment Allottee(s) fails to pay any installment(s) with Interest within 120 days from the Due Date, the Developer shall have the right to forfeit the entire amount of Earnest money paid by the Apartment Allottee(s) and in such an event the Allotment of the said apartment shall stand cancelled and the Apartment Allottee(s) shall be left with no right, title, interest or lien on the said apartment and the **Developer** at its own discretion would be free to allot the apartment to a third party. The amount paid, if any over and above the Earnest Money/ registration amount shall be refunded by the developer without interest after adjustment of Interest accrued on the delayed payment(s), brokerage if any, and / or any other charges, dues from the Apartment Allottee(s) under this agreement. In case where the developer has received less than 15% of the lease consideration, the so far paid amount to the developer will be forfeited and the developer shall be entitled to recover the unpaid balance out of the same.

#### **2.g Cancellation Process:**

In case the Applicant desires for cancellation of the booking before the execution of the Builder Buyer Agreement, at any time, 5% of the unit cost being the processing cost shall be charged and balance, if any, shall be refunded without any interest. After the execution of the Builder Buyer Agreement, at any time, 15% of the unit cost being the processing cost shall be charged and balance, if any, shall be refunded without any interest.

#### **2.h TRANSFER CHARGES**

In case the Applicant desires transfer of the allotment/ownership of the unit, before registration/possession, an administration charge of Rs.300/- PSF of the prevailing basic sale price at the time of desired transfer shall be payable by the Applicant(s). Transfer of allotment/ownership shall be on the sole discretion of the Company however, the same may be permitted only after receipt of 50% of the total Consideration amount of the flat. All terms & conditions relating to transfer will be guided by the formal transfer policy of the company.

#### **2.i Alteration in the Layout Plan and Designs:**

That it is clearly understood by the Apartment Allottee(s) that the developer may in its sole discretion carry out changes, alterations, deletions or additions in the building/ layout plan including the change in location, Preferential location, the number of apartments/ floors, designs and specifications annexed hereto as **"Annexure B"** as well as the change in description of flat under Clause 1.a the developer may consider necessary due to unavoidable circumstances or as directed by the competent authority at any time till the grant of an occupation certificate. The Apartment Allottee(s) also understands that the developer is fully entitled to make these changes which might entail increase in the number of floors of the buildings and / or the height of the said building. It is understood that the issuance of occupation certificate for the said building / tower shall be conclusive evidence that the Building / Tower has been completed in accordance with the sanction plan.

#### **2.j Payment of cost:**

All costs, charges and expenses payable on or in respect of this agreement and on all other instruments and deeds to be executed pursuant to this agreement, including stamp duty, registration and other miscellaneous charges shall be borne and paid by the Apartment Allottee(s).

The Apartment Allottee(s) agrees to pay any proportionate additional deposits, charges for bulk supply of electrical energy, any amount spent towards transformers, sub-stations or any transmission lines to the Group Housing Complex as may be demanded by the developer from time to time until the complex has been handed over to the association of the residents.

That the Basic Rate (per.sq.ft) of the apartment is firm and there shall be no escalation in the same.

#### **2.k Preferential Location Charges (PLC):**

That apart from the Basic Price the Apartment Allottee(s) shall be liable to pay fixed **Preferential Location Charges (PLC)** for certain Apartments in the complex in case the Apartment Allottee(s) opts for any such Apartment. However, if due to change in the layout plan or otherwise, the said apartment ceases to be preferentially located, the **Developer** shall be liable to refund the amount of preferential location charges paid by the Apartment Allottee(s), without any interest or compensation.

#### **2.l Club Membership Registration Charges (CMRC):**

Signature of Applicant \_\_\_\_\_ Signature of Co-Applicant \_\_\_\_\_

That in accordance with the development plan of the complex the developer proposes to set up a club for the purpose of social activities and the Apartment Allottee(s) has agreed to avail membership of this club. This club may be developed simultaneous to or after development of the said apartment / complex and for the membership of the club the Apartment Allottee(s) agrees to pay an amount of **Rs. \_\_\_\_/-** ( \_\_\_\_\_ only) as **Club Membership Registration Charges (CMRC)**.

On the club becoming functional depending upon requirements of the members the facilities available in the club and the other related matters regarding running and maintenance of the club the Apartment Allottee(s) shall pay charges as prescribed by the developer and / or the management of the club from time to time and the Apartment Allottee(s) also agrees to abide by rules, regulations and bye laws formulated for proper maintenance and operation of the club.

## **2.m Car Parking Space:**

That the Apartment Allottee(s) shall be provided with \_\_\_\_\_ nos. of (**Open - \_\_\_\_ / Covered - \_\_\_\_ / Stilt - \_\_\_\_**) Car Parking Space for exclusive use in the said complex but the Apartment Allottee(s) shall not have any ownership rights over the parking space allotted to him/her/them. It shall be a right to use only which shall stand automatically transferred with further sale of apartment. All clauses of this agreement pertaining to allotment, possession, cancellation etc. shall also apply *mutatis mutandis* to the parking space allotted to the Apartment Allottee(s).

## **ARTICLE 3 REPRESENTATION AND OBLIGATIONS OF THE DEVELOPER**

That in case the Apartment Allottee(s) wants to avail of a loan facility from its employer or financial institution to facilitate the purchase of the unit applied for, the Developer shall facilitate the process subject however to the following:

- (i) The terms of the financing agency shall exclusively be binding and applicable upon the Apartment Allottee(s) only.
- (ii) The responsibility of getting the loan sanctioned and disbursed as per the developers' payment schedule shall rest exclusively on the Apartment Allottee(s). In the event of loan not being sanctioned or the disbursement getting delayed in any manner whatsoever, the payment to the developer shall not be delayed by the Apartment Allottee(s).

Any event of non-payment of the installment from next day beyond the due dates will authorize the developer to recover the interest on the late payments.

- (iii) The Tripartite Agreement between the Financial Institution, Apartment Allottee(s) and the Developer shall be finalized post optimum discussion and mutually agreed terms and conditions.

The developer has the right to raise finance, if required, from any bank/ financial institution/ body corporate and for this purpose create equitable mortgage of the said land in favor of one or more of such institutions / agencies and for such an act the Apartment Allottee(s) shall not have any objection and the consent of the Apartment Allottee(s) shall be implied for creation of such a charge during the construction / development of the complex. Notwithstanding the foregoing the developer shall ensure that such a charge, if any, is vacated and the said land is free from any encumbrance before execution of the Sub-Lease Deed of apartment in favor of the apartment allottee(s).

## **ARTICLE 4 POSSESSION OF THE UNIT**

That the possession of the apartment is proposed to be delivered by the developer to the Apartment Allottee(s) within **24 months** from the date of signing this agreement subject to force majeure circumstances beyond the control of the developer, and upon registration of Sub-Lease Deed provided all amount due and payable by the purchaser under this agreement have been paid to the developer within the stipulated period. It is however, understood between the parties that the possession of various blocks/ towers comprising in the complex shall be ready and complete in phases and after the completion the apartment shall be handed over to the purchaser of different towers. One time four percent of flat value will be taken towards the common installation & development charges of landscape, roads water & sewage connection.

It is agreed that the developer shall be entitled to reasonable extension in time stipulated for delivery of possession of the apartment because of any default or negligence attributable to the Apartment Allottee(s) in fulfillment of obligations under this agreement.

Signature of Applicant \_\_\_\_\_

Signature of Co-Applicant \_\_\_\_\_

The developer hereby agrees to compensate the Apartment Allottee(s) @ Rs. 5/- per sq.ft. of super area per month only for any delay in handing over the possession of the unit beyond the given period adding the grace period of 6 months in lieu of any unforeseen circumstances. The compensation amount will be calculated after the lapse of the above mentioned Grace period and shall be adjusted/ paid at the time of possession. However, the compensation is only applicable subject to the condition that no payments are left due to the Apartment Allottee(s) against installment or any other charges.

Upon intimation / notice to have possession, the Apartment Allottee(s) shall himself or through its attorney take delivery of the apartment within the time stipulated. In the event the Apartment Allottee(s) fails/ neglects to accept and take delivery of the apartment within such time as may be notified in the notice, the Apartment Allottee(s) shall be liable to pay Holding Charges @ Rs. 5/- per sq.ft. of the super area per month, for the period the Apartment Allottee(s) does not take actual physical possession of the apartment. Upon taking over the delivery of the apartment, the Apartment Allottee(s) shall not be entitled to put forward any claim against the developer in respect of any item of work in the said apartment which be alleged not to have been carried out or completed for any reason whatsoever.

## **ARTICLE 5 MAINTENANCE**

### **5.a Maintenance Charges:**

The Apartment Allottee(s) hereby agrees and undertakes to pay the maintenance charges for a period of 24 months from the date of possession in advance to the Maintenance Agency appointed by the developer/ Developer for upkeep and maintenance of various common services and facilities (excluding the internal maintenance of the Apartment) in the complex at the rate determined by the developer or the nominated Maintenance Agency at the time of issuance of notice for possession. The Apartment Allottee(s) agrees to enter into a Maintenance Agreement with the Maintenance Agency/ Developer prior to taking possession of the said apartment.

The scope of maintenance and general keep up of various common facilities within the Building shall broadly include Operation and maintenance of lifts, operation and maintenance of generators including cost of diesel, maintenance of fire fighting systems, garbage disposal and upkeep of common areas, water supply, sewerage system and common area lighting.

### **5.b Interest Free Maintenance Security (IFMS):**

In addition to the above mentioned maintenance charges the Apartment Allottee(s) shall pay Rs.            per sq. ft. of the Super Area towards the Interest Free Maintenance Security Deposit. The Security deposit shall be utilized for replacement, refurbishing, major repairs of plants, machinery etc. installed in the said complex or towards defrayment of expenses necessitated by any unforeseen occurrence involving expenditure in relation to the complex.

### **5.c Default in payment of Maintenance Charges:**

Any delay / default in payment of the maintenance charges will make the Apartment Allottee(s) liable to pay the Interest @ 18% per annum for the period of delay. Further, in the event of default in payment of the Maintenance charges, it shall not be open to the Apartment Allottee(s) to claim any right of use of the common facilities and that the developer, in its sole discretion, shall be entitled to stop the user of such common facilities by the Apartment Allottee(s) / Occupant of the apartment. The user of such common facilities shall be permitted as soon as the default of payment(s) is rectified. Regular payment of the maintenance charges is therefore the essence of right to avail and use the common facilities.

### **5.d Internal Maintenance Insurance**

That it is understood by the Apartment Allottee(s) that the internal maintenance of the apartment and also insurance of the articles kept in the apartment shall always remain the responsibility of the Apartment Allottee(s).

## **ARTICLE 6 RIGHTS AND OBLIGATIONS OF THE APARTMENT ALLOTTEE(S)**

### **6.a Electricity Supply**

Single point electric connection will be taken for the said project from PVVNL / UPPCL or any other source and will be distributed through separate meters to all allottees through prepaid system. Electricity consumption charges will be as per PVVNL / UPPCL norms and line loss.

Signature of Applicant \_\_\_\_\_

Signature of Co-Applicant \_\_\_\_\_

Charges for installation of the electric meter up to 1KVA shall be free for Apartment Allottee(s). For any addition in the electric load the Apartment Allottee(s) shall be liable to pay 20000.00 (Rupees Twenty Thousands only) per additional 1 KVA to the developer.

**6.b Power Backup:**

That the **Developer** shall install additional equipments for power backup in the said complex at no additional installation cost to the Apartment Allottee(s). It is however accepted by the Apartment Allottee(s) that the availability of the said power backup facility shall be subject to regular payment of consumption charges by the Apartment Allottee(s) towards the said facility.

**6.c Fire Safety:**

That at present the fire safety measures in the complex and the apartment have been provided as per existing Fire norms. If however, due to any subsequent Central or Local Legislation / Government Regulation / orders or directives or guidelines or any change in the existing guidelines or the Government orders it becomes obligatory on the developer to undertake additional Fire Safety measures, it is consented by the Apartment Allottee(s) that he/she/they shall be liable to pay proportionate charges in respect thereof.

**6.d Express Rights**

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

**6.e No Nuisance and Annoyance**

That the Apartment Allottee(s) shall not use the Apartment for such activities, as are likely to be of nuisance, annoyance or disturbance to other occupants of the complex or those activities which are against law or any direction or order of the Government or the local authority. The Apartment Allottee(s) shall not store any hazardous or polluting articles/ substances in the said apartment.

**6.f Internal Security:**

It is expressly understood that the Internal Security of the Apartment shall be the sole responsibility of the Apartment Allottee(s).

**6.g Signage**

That the Apartment Allottee(s) shall not display any name, address, signboard, advertisement material etc. on the external façade of the apartment/tower as also the complex.

**6.h Taxes and Levies:**

That all the taxes, levies, assessments, demands or charges levied or leviable in future on the land or the buildings or any part of the complex shall be borne and paid by the Apartment Allottee(s) in proportion to the area of the apartment.

The Apartment Allottee(s) if an income tax assessee, shall furnish his **Permanent Account Number (PAN)**.

**6.i Alterations in the Apartment:**

(i) That the Apartment Allottee(s) shall not make any such additions or alterations in the apartment ~~so~~ as to cause blockage or obstruction in the common areas and facilities within the complex and / or to cause any structural damage or encroachment to the structure of the building in the complex.

(ii) That the Apartment Allottee(s) shall not demolish ~~any~~ structure of the apartment or any portion of the same or cause to make any new construction in the apartment without the prior approval and consent of the developer in writing or the Local authority if required. The Apartment Allottee(s) however, ~~under~~ **undertakes** that it shall not divide/ sub-divide the apartment in any manner. The Apartment Allottee(s) shall not change the color and structure of the external façade of the apartment.

**6.j Change of Nominee(s):**

(i) That the Apartment Allottee(s) is entitled to get the name of his / her nominee, substituted in his/her place, with prior approval of the developer provided the Apartment Allottee(s) has paid at least 50% of the total Sub-lease Consideration and cleared all dues till that date to the **Developer** who may in its discretion permit the same

Signature of Applicant \_\_\_\_\_

Signature of Co-Applicant \_\_\_\_\_

or such conditions as it may deem fit and proper keeping in view the guidance issued by Greater Noida Development Authority.

(ii) That the Apartment Allottee(s) shall not assign, transfer, lease or part with possession of the apartment without taking **"No Dues Certificate"** from the Maintenance Agency appointed by the developer or Association as the case may be.

#### **6.k Entry Regulations**

For the purpose of security, the maintenance agency/ developer shall be free to restrict and regulate the entry of visitors into the Complex. The Apartment Allottee(s) shall permit the developer / maintenance agency or their representatives when so required to enter his/her/the apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Developer / Apartment All

In case of an emergency, such right of entry shall be immediate.

#### **6.l Registration of Address:**

That in case of joint Allotment, all communications, demand notices etc. shall be sent by the Developer to the Apartment Allottee(s) whose name appears first and at the address given by him/her which shall for all purposes be considered as served on all the Apartment Allottees and no separate communication shall be sent to the other named Apartment Allottees. It shall be the responsibility of the Apartment Allottee(s) to inform the Developer by Registered **CA** / E mail about all subsequent changes in his/her/their address, if any, failing which all demands, notices, letters etc. posted at the address recorded earlier shall be deemed to have been served upon him/her/them

#### **6.m Association of Owners:**

That the Apartment Allottee(s) undertakes to become a member of the Association of Owners as may be formed by the Developer on behalf of the Apartment Owners and to pay any fee or subscription charges thereof and to complete such documentation and formalities as may be required and / or deemed necessary by the Developer for this purpose failing which, the same shall be treated as unpaid portion of the consideration payable by the Apartment Allottee(s) for the said Apartments and the Sublease Deed of the Apartment may be withheld by the developer till full payment thereof is received by the Developer/ Maintenance Agency. The Apartment Allottee(s) shall from time to time sign all application papers, documents, Maintenance Agreement and all other requisite papers as may be required by the developer in pursuance to this transaction and to do all acts, deeds and things as the Developer may require for safeguarding the interests of the developer and other Apartment Allottees in the complex.

### **ARTICLE 7 INDEMNITY**

The Apartment Allottee(s) hereby agrees that it shall abide by the terms and conditions of the Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Agreement, the Apartment Allottee(s) shall be liable for such act. If any loss is occasioned due to the act of the Apartment Allottee(s), the Apartment Allottee(s) shall indemnify the Developer for losses.

### **ARTICLE 8 GENERAL**

#### **8.a Stamp Duty:**

The stamp duty and other related expenses on the execution of the Sublease Deed in pursuance to this agreement shall be borne by the Apartment Allottee(s).

#### **8.b Force Majeure:**

That however, if the completion of the Apartment is delayed for reasons of force majeure or circumstances beyond the control of the developer or because of any notice or order of the Government including but not limited to slow down, strike, civil commotions or by reasons of war, enemy or terrorist action or an act of God delay in the grant of completion/ occupation certificate by the Government and / or any other public or competent authority or any reason beyond the control of the developer, the Developer shall be entitled to a reasonable extension of time in the agreed date of delivery of possession of the apartment.

Signature of Applicant \_\_\_\_\_

Signature of Co-Applicant \_\_\_\_\_



**8.c Abandonment of the Project:**

That in case of abandonment of the project for whatsoever reasons, the liability of the Developer shall be limited to the refund of the total amount paid by the Apartment Allottee(s) adding the simple interest as applicable calculated per annum for the period of delay.

**8.d Execution of Sub-Lease Deed:**

That the Developer shall execute the Sub-Lease Deed and cause it to be registered in favor of the Apartment Allottee(s) after completion of construction of the Apartment and after receipt of the full Consideration and / or other dues and other charges mentioned in this Agreement from the Apartment Allottee(s).

**8.e Continue Construction:**

The Apartment Allottee(s) agrees and undertakes that before or after taking possession of the apartment or at any time hereafter, he/she/they will have no right to object the developer constructing or continuing with the construction of the other Building/Tower/Blocks adjoining to the Building where the said apartment is situated.

**8.f Foreign Exchange Management Act (FEMA):**

That the Apartment Allottee(s), if resident of outside India, shall be solely responsible to comply with the provisions of the **Foreign Exchange Management Act 1999 (FEMA)**, and / or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities including Reserve Bank of India from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Apartment Allottee(s) shall also furnish the required declaration to the Developer on the prescribed format, if necessary.

**8.g Declaration:**

That the Developer shall file the Declaration in respect of the Complex part or whole in accordance with the provisions of the **"UP Apartment Ownership Act 2010"** and cause the same to be registered as required by law.

**8.h Breach:**

Should the apartment Allottee(s) fail to perform or observe all or any of the stipulations contained herein, or cause any breach thereof, the Developer shall have the right to terminate the Agreement and the Earnest Money along with the accrued interest on delayed payment till the time of breach, brokerage if any, shall be forfeited by the Developer.

**8.i Applicable Law and Jurisdiction:**

This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India. The honorable Courts at Delhi shall have the jurisdiction in all matters arising out of and / or concerning this agreement.

**8.j Arbitration:**

That all disputes arising out of differences in / or connection with or in relation to this allotment which cannot be amicably settled shall be referred to the sole arbitration of the arbitrator appointed by the Developer. The other provisions of the Indian Arbitration and Conciliation Act, 1996 or any amendment thereof shall be applicable. The Apartment Allottee(s) hereby confirms and agrees that he/she/they shall have no objection to this appointment and the decision of the Arbitrator will be final and binding on all Parties. The venue of arbitration shall be Delhi or any such other place as may be mutually agreed to between the Parties and the Award of the Arbitrator(s) shall be rendered in English.

**8.k Notice:**

Any notice or letter of communication to be served on either of the Parties by the other shall be sent by pre-paid recorded delivery or Registered Post or by Fax at the address shown at recital of the agreement (Marketing Office) and shall be deemed to have been received by the addressees within 72 hours of posting or 24 hours if sent by Fax or by electronic mail (E-mail). However, any change in the address of the Apartment Allottee(s) shall be communicated to the Developer via Registered Post / Courier / Email within 07 days of such change of addresses. The Apartment Allottee(s) shall be liable for all the consequences flowing from non observance of this clause.

**8.l Entire Agreement:**

This agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements oral, written, or implied concerning the transaction. The terms and conditions of this agreement shall not be changed or modified except by written amendments duly agreed and signed between the Parties. The terms and conditions and

Signature of Applicant\_\_\_\_\_

Signature of Co-Applicant\_\_\_\_\_

various provisions embodied in this agreement shall be incorporated in the Sublease Deed and shall form part thereof to the extent those are necessary or required.

**8.m Waiver:**

That the failure of either Party to enforce at any time or for any period of time, the provisions hereof shall be construed to be a waiver of any provision or the right thereof to enforce each and every provision.

**ARTICLE 9**

**TERMS OF THE GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY (GNIDA)**

**9.a** That the project is being executed by the **Developer** on Land acquired from farmers / allotted by **Greater Noida Industrial Development Authority (GNIDA)** for development of the Group Housing project/ Commercial Project on t said land. The Sublease Deed of the unit will be executed in favor of the Apartment Allottee(s) by the Developer. That upon the execution of the deed in favor of the Apartment Allottee(s) will be bound by the terms of the Development Authority / given in Sublease Deed

**9.b** That all taxes or charges present or future on Land or on building levied by any authority from the date of Booking shall be borne and paid by the Apartment Allottee(s). However, so long as each unit of the said complex is not assessed separately for the taxes, all the Apartment Allottee(s) shall pay proportionate share of the taxes assessed on the whole complex.

**9.c** That the Developer shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines. However, external services like water supply network, sewer, storm water drains, road electricity outside the complex to be connected to internal services are to be provided by the concerned Development Authority as the case may be.

**9.d** That all the terms and conditions of allotment of the said Land by the Development Authority as the case may be to the Developer will *en mutatis and mutandis* applicable to the Apartment Allottee(s).

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:**

**DEVELOPER:**

For and on behalf of  
Rudra Buildwell Projects Pvt. Ltd.

I/We hereby accept the allotment on the terms  
and conditions mentioned herein above.  
**SIGNED AND DELIVERED**

(Authorized Signatory)

APARTMENT ALLOTTEE(S)

**WITNESSES:**

1. Mr./Mrs./Ms./M/s \_\_\_\_\_

2. Mr./Mrs./Ms./M/s \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Signature of Co-Applicant \_\_\_\_\_