

AGREEMENT FOR SALE (Plot)

This Agreement for Sale (“**Agreement**”) is executed on this Day of 2021, at

BY AND BETWEEN

M/s Assotech Limited, a company incorporated and registered under the provisions of the (Indian) Companies Act, 1956, having its corporate office at H-127, Sector-63, Noida- 201301 (PAN- AABCA0909N), acting through its Authorized Signatory, (Aadhar No.) who have been duly authorized by the Board of Directors of the Company vide its Board Resolution dated 07-09-2019 to execute this Arrangement and to do all acts deeds and things incidental thereto (hereinafter referred to as the "Developer" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, subsidiaries, nominees, executors and permitted assigns) of **One Part**;

AND

(If the Allottee is a company)

..... (CIN No.....) a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at, (PAN), represented by its authorized signatory(Aadhar Number) duly authorized vide board resolution dated hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns)

(If the Allottee is a Partnership Firm)

..... a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at PAN, represented by its authorized partner(Aadhar Number) authorized vide hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of the and their heirs executors and administrators of the last surviving partner and his/her their assigns)

(If the Allottee is an Individual)

Mr. /Mrs. (Aadhar No.) Son/Daughter ofaged aboutResiding at PAN, hereinafter called the “Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors – in I interest and permitted assigns)

(If the Allottee is a HUF)

Mr. /Mrs. (Aadhar No.) Son/Daughter ofaged about For self and as the karta of the Hindu Joint Mirakshara Family known asHUF, having its place of business/residing at PAN, hereinafter referred to as the “Allottee “ (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns)

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The Developer/Promoter and the Allottee(s) shall hereinafter be collectively referred to as “Parties” and individually as “Party”. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Arrangement so demands.

WHEREAS:

- A. (i) The Promoter is the absolute and lawful owner of land parcel through several registered sale deeds. Details of land schedule has been mentioned below:-

Village Dundahera, District Ghaziabad

S. No.	KhataNo.	Khasra No.	Plot No.	Area (In Sq.Mtr.)	Deed No./Date	Name of Land Owner
1		625	GH-12	2400	3110/31.07.2009	ASSOTECH LIMITED
2		334	GH-12	1425	3110/31.07.2009	ASSOTECH LIMITED
3		343	GH-12	1140	3110/31.07.2009 & 3531/18.04.2013	ASSOTECH LIMITED
4		615	GH-12	1045	3110/31.07.2009	ASSOTECH LIMITED
5		620	GH-12	3600	3110/31.07.2009	ASSOTECH LIMITED
6		623	GH-12	115	3110/31.07.2009	ASSOTECH LIMITED
7		624	GH-12	1140	3110/31.07.2009 & 3531/18.04.2013	ASSOTECH LIMITED
8		626	GH-12	1260	3110/31.07.2009 & 3531/18.04.2013	ASSOTECH LIMITED
9		629	GH-12	245	3110/31.07.2009	ASSOTECH LIMITED
10		630	GH-12	2530	3110/31.07.2009 & 4787/03.01.2013	ASSOTECH LIMITED
11		631	GH-12	1260	3110/31.07.2009 & 4787/03.01.2013	ASSOTECH LIMITED
12		632	GH-12	2400	3110/31.07.2009,4189/23.05.2013 &	ASSOTECH LIMITED

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					4787/03.01.2013	
13		633	GH-12	1260	3110/31.07.2009 & 3531/18.04.2013	ASSOTECH LIMITED
14		651	GH-12	1195	3110/31.07.2009	ASSOTECH LIMITED
15		634	GH-12	1390	4787/03.01.2013 & 4189/23.05.2013	ASSOTECH LIMITED
16	2026	627	GH-12	1944.08	3531/18.04.2013, 4787/03.01.2013, 1072/20.02.2015 & 2636/27.04.2015	ASSOTECH LIMITED
17		628	GH-12	600	3531/18.04.2013 & 4787/03.01.2013	ASSOTECH LIMITED
18		635	GH-12	1520	4787/03.01.2013 & 4189/23.05.2013	ASSOTECH LIMITED
19		638	GH-12	405	4787/03.01.2013 & 4189/23.05.2013	ASSOTECH LIMITED
20		636	GH-12	140	4189/23.05.2013	ASSOTECH LIMITED
21		637	GH-12	230	4189/23.05.2013	ASSOTECH LIMITED
			TOTAL	27244.08		

(ii) The land owners have executed registered general power of attorney and collaboration/development agreement for their respective land parcel in favour of the promoter, Details of land schedule has been mentioned below :--

B. The said land parcels are earmarked for the purpose of development of a plotted lay out scheme and construction of houses/units on the individual plots by the individual plot owners, as per existing building bye laws, housing policies and various improvements and amendments thereof, comprising of 159 plots and sector shopping, neighborhood shopping, kiosks, temple, community centre and allied units and the said project shall be known as Assotech Canopy. The Ghaziabad Development Authority (GDA) has granted license to Crossing Infrastructure Pvt. Ltd. as registered private developer to a consortium of companies, with M/s Crossings Infrastructure Pvt. Ltd. as Lead Party, of which the Promoter, M/s Assotech Limited is a constituent party, duly registered with the office of Sub-Registrar-I, Ghaziabad on 22.02.2007, 28.02.2007 and 17.12.2007, for setting up of township known as Crossing Republic

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- C.** The Promoter is fully competent to enter into this agreement and all the legal formalities, with respect to the right, title and interest of the promoter regarding the said land on which project is to be develop, have been completed.
- D.** The Ghaziabad Development Authority (GDA) has granted the approval of the plotted lay out scheme vide letter ... No GDA/LD/21-22/0127
- E.** The Promoter has obtained the approval of final plotted layout scheme for the project, from Ghaziabad Development Authority (GDA). The promoter agrees and undertakes that it shall not make any changes to theses layout plans except in strict compliance with section – 14 of the Act and other laws as applicable. Allottee(s) acknowledges that the layout plan/revised layout plan/building plans of the said project has been approved on dated- 26/Jun/2021, by Ghaziabad Development Authority (GDA) and it has been made available to Allottee(s)
- F.** The Promoter has registered this project Assotech Canopy under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on dated xxxxxxxx..under Registration no. xxxxxxxx
- G.** The Allottee had applied for a plot in the project vide application / registration No..... dated- and has been allotted plot No.-..... having area ofsquare meters (..... square yards,square feet) as permissible under the applicable law and of pro rata share in the common area (“Common Areas”) as defined under clause (d) of Rule-2 (hereinafter referred to as the “Plot” more particularly described in schedule – A)
- H.** The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.
- I.** (i) M/s Crossings Infrastructure Private Limited (hereinafter referred to as the “Lead Party”), a Consortium was formed by registered Agreements, consisting various companies inter-alia, Assotech Contracts (India) Ltd.) now known as Assotech Limited, Crossings Real Estate Pvt. Ltd., Panchsheel Promoters Ltd., Paramount Residency Pvt. Ltd. now known as Paramount Prop build Private Limited, Duxton Hills Builders Pvt. Ltd., New Capital Infrastructure Pvt. Ltd., Crossings Constructions Pvt. Ltd. & Manak Buildcon Projects Pvt. Ltd. who purchased several pieces of land including the subject matter of this Deed, in Revenue village Dundahera Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar, Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of Uttar Pradesh published vide G.O No. 2711/Aath-1-05-34 vividh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to M/S Crossings Infrastructure Pvt. Ltd. as a Private Developer (P.D.) under category ‘A’ for the purpose of Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.

(ii) By way of different sale deeds, the Lead Party, M/s. Crossing Infrastructure Private Limited has sold and transferred the total land admeasuring 27244.08 square Meter (approx) to M/s. Assotech Limited as Plot No. GH- 12 in the Township known as “Crossings Republik” situated at Village Dundahera, Ghaziabad, U.P.
- J.** The Parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project.
- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot/ unit and the garage/covered parking (if applicable) as specified in para K.

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NOW THEREFORE in consideration of the mutual representation, covenanats, assurances, promise and agreements contained herein and other good and valuable consideration, the Parties agrees as follows :-

1. TERMS:

- 1.1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer/Promoter agrees to sell / Lease / Sub-Lease to the Allottee and the Allottee(s) hereby agrees to purchase, the Said Plot as specified in para G.
- 1.1.2 Both the parties confirm that they have read and understood the provisions of section-14 of the Act.
- 1.2 The Total Price / Consideration for the Plot admeasuring _____square meters.....,.....square yard,square feet.....) is **Rs...../- (Rupees Only)** ("Total Price") is as per break up and description given below :-

Plot No. Type Area	Rate of Plot Rs,..... per square meter
Total Price (in Rupees)	

Explanation

- (i) The Total Price above includes the application / booking amount paid by the Allottee to the Promoter towards the said plot.
- (ii) The Total Price above includes all taxes (consisting of tax paid or payable by the Developer/ Promoter by way of Goods and Service tax or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer/ Promoter, by whatever name called) up to the date of handing over the possession of the plot to the Allottee and the Project to the association of the Allottees or the competent authority, as the case may be, after obtaining the completion certificate.
- Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Developer/Promoter, shall be increased / reduce based on such change/ modification;
- Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Alottee.
- (iii) The Developer/Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and per payment plan as set out in "Annexure-C" and the Allottee(s) shall make payment demanded by the Promoter within 15 (fifteen) days from the date of such written intimation. In addition, the Developer/Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Plot includes recovery of price of land, construction of the common areas, internal development charges, external development charges, taxes,

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cost of providing electrical connectivity to the plot in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the plot and the project but excludes the internal maintenance charges and Township Maintenance Charges (TMC).

- (v) In the Total Price of the Plot, the Internal Maintenance Charge payable @ Rs. _____ Per Sqft. per month of the Total Built up area of the plot and Township Maintenance Charge @ 30 Paise Per Sqft. per month is excluded and will be payable extra.

- 1.3 The Total Price is escalation-free, save and except increases, which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or township developer and/or any other increase in charges, which may be levied or imposed by the Competent Authority or the Township Developer from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the Allottee(s) for such increase in the development charges, cost/charges imposed by the Competent Authorities, the Promoter / Developer shall enclose the said notification/order/rule/regulation/circular to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment, as per the payment plan set out in “**Schedule-C**” (“**Payment Plan**”).
- 1.5 The Developer/ Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments at such rate, which may be mutually agreed between the parties for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Developer/Promoter.
- 1.6 It is agreed that the Developer/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of pictures, fittings and amenities describe herein at **Schedule - D** and **Schedule – E** described therein in respect of the Residential Plot, without the previous written consent of the Allottee(s); Provided further that the Developer/Promoter may make such minor additions or alterations as may be required, or such minor changes or alterations as per the provisions of the Act / Rules/ Regulations and if deemed necessary by the Architects/Engineers/Professionals engaged for this purposes or if so required / approved by the “Competent Authority” and/or any other Authorities including any regulatory authorities etc., the Promoter / Developer may effect and make suitable alterations in the Layout Plans. Such alterations may include change in the area of the Residential Plot, the numbering plan of Plot/layout and/or the location of the **Residential Plot**, which would stand consented by the Allottee(s). However, all major changes / alterations, either at the instance of the Regulatory Authorities or otherwise, shall be in strict compliance with the rules and regulations applicable.
- 1.7 Not Applicable
- 1.8 Subject to para 9.3 the Developer/Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Plot as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Plot, subject to terms of Conveyance/Sale / Lease Deed / Sub-Lease Deed, as may be applicable;
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer/ Promoter shall convey undivided proportionate title in the Common Areas to the association of Allottees(s) after duly obtaining the completion certificate from the competent authority as provided in the Act,

- (iii) The computation of the price of the plot includes recovery of price of land, Common Areas,

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internal development charges, external development charges, cost of providing electrical connection, water line and plumbing, drainage and internal road at one point up to the plot, in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project except any undetermined charges. Details as per Annexure-B.

- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his plot, as the case may be.

1.9 It is made clear by the Developer/ Promoter and the Allottee(s) agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project (being developed in phases) covering the said Land / parcel and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of services and infrastructure (within various parcels, including parking wherever necessary) for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project, as described in Annexure-A.

1.10 The Developer/ Promoter agrees to pay all outgoings, subject to demand having been made or agreed with the Allottee(s) before transferring the physical possession of the Plot to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer/Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the Developer/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee(s) has paid registration/booking amount of Rs.....(Rupees) as booking amount being part payment towards the Total Price of the Plot at the time of Application the receipt of which the Developer/Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan **Schedule C** as may be demanded by the Developer/Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer/Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Developer /Promoter, within the stipulated time as mentioned in the Payment Plan "**Schedule C**", through A/c Payee cheque /demand draft or online payment (as applicable) in favour of "**Assotech Limited Canopy Collection Account – Union Bank of India**"

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Developer/Promoter to

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fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

The Developer/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 Plot to the Allottee(s) and the Common Areas to the association of the Allottee(s), as the case may be. Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/Promoter as provided in the Payment Plan (**Schedule C**).

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Plot and accepted the Payment Plan, layout plans shown/annexed along with this Agreement, which has been approved/revised/amended by the Competent Authority as represented by the Developer / Promoter. The Developer / Promoter shall develop the Project in accordance with the said layout plans. Subject to the terms in this Agreement, the Developer/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, Floor Area Ratio and density norms and provisions prescribed by the Ghazaibad Development Authority and shall not have an option to make any variation /alteration/ modification in such plans, other than in the manner provided under the bye-laws/Act, and breach of this term by the Developer/Promoter shall constitute a material breach of the Agreement, provided that any alteration required in terms of change in the norms of the authority, master plan, bye-laws or under direction of any authority or Government can be made by the developers/ promoters [under general/ standard consent of the Allottee(s), accorded herein].

7. POSSESSION OF THE PLOT

7.1 Schedule for Possession of the said Plot:

The Developer/Promoter agrees and understands that timely delivery of possession of the Plot is the essence of the Agreement. The Developer/Promoter, based on the approved plans, assures to hand over possession of the Plot along with ready and complete common areas with all amenities and facilities on / or before 25.06.2026, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, Pandemic or any other calamity caused by nature, public nuisance or riots or agitations and change in Governmental or Competent Authority's Policy, Directions,

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Laws (including, any Statute, Ordinance, Rule, Regulation, Judgment, Notification, Order, Decree, Permission, License or Approval), including but not limited to, expropriation or compulsory acquisition by any Government/Competent Authority etc. of any part of the "Said Project" or rights therein, affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Developer/Promoter shall be entitled to the extension of time for delivery of possession of the Residential Plot;

Provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this Allotment shall stand terminated and the Developer/Promoter shall refund to the Allottee(s) the entire amount received by the Developer/Promoter from the allotment within 120 days from that date and without interest. The Developer/Promoter shall intimate the Allottee (s) about such termination at least 30 days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Developer/Promoter and that the Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession

The Developer/Promoter, upon obtaining the Completion/Occupancy Certificate from the Competent Authority shall offer in writing the possession of the Plot, to the Allottee(s) in terms of this Agreement to be taken within two months from the date of issue of completion certificate.

Provided that, in the absence of applicable law the conveyance deed in favour of the Allottee (s) shall be carried out by the promoter within three months from the date of issue of completion certificate. The Developer/Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/Promoter/Association of Allottee(s), as the case may be. The Developer / Promoter on its behalf shall offer the possession to the Allottee(s) at the time of conveyance of the same.

7.3 Failure of Allottee(s) to take Possession of the Plot

Upon receiving a written intimation from the Developer/Promoter as per para 7.2, the Allottee(s) shall take possession of the Plot from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Promoter shall give possession of the Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Clause 7.2, such Allottee(s) shall continue to be liable to pay holding charges at the rate of Rs. Two per month per square feet of carpet area in case of apartment/builtup area over the plot and Rs.one per month per square feet of the plot area (till such time plot remains unbuild) for the period beyond three months till actual date of possession in addition to maintenance charges as applicable in para 7.2 and interest thereon, as on the date of offer of possession.

7.4 Possession by the Allottee(s)

After obtaining the occupancy certificate and handing over physical possession of the Plot to the Allottee(s), it shall be the responsibility of the Developer/Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee(s)

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any

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fault of the Developer/ Promoter, the Developer/ Promoter herein is entitled to forfeit the application money / booking amount /earnest money paid for the Allotment. The Developer/ Promoter shall return 50% (Fifty Percent) of the balance amount of money paid by the Allottee (s) within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (Fifty Percent) of the balance amount on re allotment of the plot or at the end of one year from the date of cancellation/withdrawal by the Allottee (s), whichever is earlier. The Developer/ Promoter shall inform the previous allottee (s) the date of re allotment of the said plot and also display this information on the official website of UP RERA on the date of the allotment. Also, when the Allottee(s) fails to make payment of three consecutive installments, the booking may be deemed to be cancelled by the Developer/Promoter however the Developer/Promoter shall give written notice before effectuating cancellation.

7.6 Compensation

The Developer/Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force;

Except for occurrence of a Force Majeure event, if the Developer/Promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1 or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer/Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due.

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Developer/Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Developer / Promoter to the Allottee (s) within forty five days it becoming due.

- 7.7. It is hereby agreed that possession of Residential Plot shall be delivered by the Developer/Promoter to the Allottee(s) only upon registration of the Conveyance/Sale Deed and subject to clearance of all dues and demands payable by the Allottee(s) to the Developer/Promoter up to the date of such possession as specified herein.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Developer/Promoter has 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 in terms of the Memorandum of understanding and development agreement executed between the developer/promoter and the Competent Authority;
- (ii) The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project, which may restrict transfer or delivery of possession of the Residential Plot to the Allottee(s), save and except as mentioned in the Memorandum of Understanding and development agreement executed between the developer/promoter and the Competent Authority as already declared under the provisions of the Act;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or

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the Plot.

- (v) All approvals, licenses and permits issued / renewed by the competent authorities with respect to the Project, said Land and Plot are/shall remain valid and subsisting and have been obtained by following due process of law. Further, the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Residential Plot and Common Areas;
- (vi) The Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Developer/Promoter has not entered into development agreement or any other agreement/ arrangement with any person or party with respect to the part of the Land, including the Project and the said Residential Plot, which will, in any manner, not affect the rights of Allottee(s) under this Agreement;
- (viii) The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Residential Plot to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance/Sale deed the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s) and the Common Areas to the association of the Allottee(s) or the competent authority, as the case may be.
- (x) The Schedule property is not the subject matter of any Hindu Undivided Family (HUF) and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land;
- (xi) The Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of plot along with common areas has been handed over to the Allottee (s) and association of Allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) affecting as such the rights of the Allottee(s) in respect of his /her /their Residential Plot has been received by or served upon the Developer/Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Developer/Promoter fails to provide ready to move in possession of the Plot to the Allottee within the time frame specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. subject to any force-majeure event.
- (ii) Discontinuance of the Developer/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Developer/Promoter under the conditions listed above, Allottee(s) is entitled to the following:

[ALLOTTEE(S)]

DEVELOPER

- (i) Stop making further payments to Developer/Promoter as demanded by the Developer/ Promoter. If the Allottee(s) stops making payments, the Developer/Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest, however Allottee(s) shall not have such right if he/they have already defaulted in making payment one or more installment; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer/ Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India, + 1% unless provided otherwise under the Rules, within forty five days of receiving the termination notice:
- (iii) Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer/promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Developer / Promoter to the Allottee within forty five days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Developer/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Developer/ Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India, + 1% unless provided otherwise under the Rules. The Developer / Promoter must not be in default to take this benefit.
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond three consecutive months after notice from the Developer/Promoter in this regard, the Developer/Promoter shall cancel the allotment of the Plot and refund the amount money paid to him by the Allottee(s) by deducting the application / booking amount / earnest money and administrative charges @ 5% and the interest liabilities and this Agreement shall thereupon stand terminated. The Developer/ Promoter must not be in default to take this benefit.

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

10. CONVEYANCE OF THE SAID PLOT

The Developer/Promoter, on receipt of complete amount of the Total Price of the Plot as per para 12 under the Agreement from the Allottee(s), shall execute a Conveyance/Sale Deed and transfer the title of the Plot together with proportionate indivisible share in the common areas within three months from the date of issuance of the completion certificate to the Allottee(s).

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Developer/Promoter to withhold registration of the Conveyance/Sale Deed in his/her favour till full and final settlement of all dues and stamp duty, registration legal expenses and registration charges to the Developer/Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Registration Act as applicable in the State of Uttar Pradesh including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE BUILDING/ RESIDENTIAL PLOT/ PROJECT

- (i) The Developer/Promoter shall be responsible to provide and maintain either itself or through duly appointed Maintenance Agency, essential services in the Project till the taking over of the maintenance of the project by the Association of the Allottee(s) upon the issuance of the completion certificate of the project. The cost of such maintenance for one year from the date of completion certificate has been included in the Total Price of the plot.

However, if the association of Allottee is not formed within one year of completion certificate the Developer /Promoter will be entitled to collect from the Allottee(s) amount equal to the amount of maintenance disclosed in para 1.2 + 10% in lieu of price escalation for the purpose of maintenance for next one year and so on. The Developer / Promoter will pay the balance amount available with him against the maintenance charge to association of Allottee(s) once it is formed.

- (ii) The Allottee(s) agrees and undertakes to enter into and execute a separate Maintenance Agreement with the Developer/Promoter/Maintenance Agency and follow the applicable rules mentioned therein, as the case may be (the "Maintenance Agreement") in relation to provision of "Maintenance Services" in the "Said Project" or separately appointed in relation to the said Project and Residential Plot. The "Maintenance Agreement" may *inter alia* specify the "Maintenance Services" to be provided in relation to the Residential Plot and the Said Project and the applicable Maintenance Charges" payable by the Allottee(s) in respect of the same.
- (iii) Further, the Allottee(s) shall pay the monthly Maintenance Charges to the Developer/Promoter/Maintenance Agency as the case may be as per bills raised by the Developer/Promoter/Maintenance Agency. The Allottee(s) shall pay prior to taking over the possession of the Residential Plot Interest-Free Maintenance Security Deposit (IFMSD) equivalent to 24 months Maintenance Charges and to contribute towards a sinking fund/reserve fund (As per annexure B) to be utilized for major repairs, replacement of machinery and/or other equipment used for proving maintenance services in the said Project.
- (iv) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Residential Plot is ready for possession, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the plot area) of outgoings in respect of the project land namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land the Society or Private Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as may be decided as payable per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until maintenance of the project is handed over to the society or a Private limited company. The aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Private Limited Company, as the case may be.

12. DEFECT LIABILITY

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

13. RIGHT TO ENTER THE RESIDENTIAL PLOT FOR REPAIRS

The Developer/Promoter / Maintenance Agency /Association of Allottee(s) shall have rights of
[ALLOTTEE(S)] DEVELOPER

unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottees and/or Developer/Promoter /Maintenance Agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE

The Allottee hereby agrees to purchase the Plot on the specific understanding that right to the use of Common Areas shall be subject to timely payment of maintenance charges, as determined and thereafter billed by the Developer/Promoter and/or maintenance agency appointed by Developer/Promoter or the association of Allottee(s) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

15. GENERAL COMPLIANCE WITH RESPECT TO THE RESIDENTIAL PLOT

15.1.1 Subject to para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to carry out construction on the Plot at his/her own cost, after having obtained the sanctioned building plan from the Competent Authority. The Allottee(s) shall complete the construction within 3 years from the date of execution of the Conveyance/Sale Deed in his/her favour and shall solely be liable for violation of building bye-laws if any brought to the notice by the Competent Authority. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.2.1 The Allottee(s) further undertakes, assures and guarantees that he/she could not put any sign board/name plate, neon light, publicity material or advertisement material etc on the face/façade of the building or any where on the exterior of the Project, buildings therein or common areas. The Allottee shall also not change the colour scheme of the outer walls.

Further, no damage or hazards will be caused/created/kept either directly or through any of the Allottee(s)'s agents, servants, employees, licensees, or visitors, during the construction of basement and structure thereof and also after the construction in the Plot in any manner and may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building or neighboring Residential Plot/ buildings, and/or the assets of the other neighbors. All standards of safety, firefighting and insurance etc., notified by the Developer/Promoter and/or any Government Authority will be observed by the Allottee(s).

The Allottee(s) shall obtain on his/her/their own cost all such permissions/licenses/approvals from such Competent Authorities. Any violation of this covenant shall be construed as event of default. Any change in the specified use, which is not in consonance with the theme and/or terms and conditions of the "Said Project" or is detrimental to the public interest will be treated as a breach of the terms of the Allotment. Further the Allottee(s) shall not store any hazardous or combustible goods in the Residential Plot or place any heavy material in the common passages.

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

15.2.3 The Allottee(s) agrees and undertakes that the Allottee(s) shall not divide or sub-divide the Residential Plot in any manner, which is at all times required to remain a single Plot.

15.5 It is further agreed by the Allottee(s) that Developer shall through its authorized representative be allowed to inspect the construction on the Residential Plot being carried out by the Allottee(s) with a reasonable notice to the Allottee(s) during the subsistence of this agreement and/or Conveyance/Sale Deed.

[ALLOTTEE(S)]

DEVELOPER

15.6 The Allottee(s) further agrees, acknowledges and undertakes to strictly follow the Building By-Laws and other Rules and regulation as prescribed by Competent Authorities from time to time and in force and Rules made by the Developer/ Promoter. The Allottee(s) further undertakes to follow the relevant Municipal By-Laws and Rules as may be applicable from time to time over the Residential Plot and to pay all applicable Taxes.

15.7 The Allottee(s) further agrees, acknowledges and undertakes that it will follow the plinth level guidelines as decided by the Developer/Promoter in a manner such that the ramp from the abutting road to his plot will not create any damage to the services, landscape, electrical lighting pole, cables during construction or after. Further it will not create any hindrance for maintenance in future.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The parties are entering into this Agreement for the Allotment of the Plot with the full knowledge of all laws, rules, regulations, notifications, circulars, applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS

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

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

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

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

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

20. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub- Registrar - I, Ghazaiabd as and when intimated by the Developer/Promoter. If the Allottee(s) fails to execute and deliver to the Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub Registrar-I for its registration as and when intimated by the Developer/Promoter, then Developer/Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Alottee, application of the Allottee shall be treated as cancel and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

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

[ALLOTTEE(S)]

DEVELOPER

22. **RIGHT TO AMEND**

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

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

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

24. **WAIVER NOT A LIMITATION TO ENFORCE**

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

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

25. **SEVERABILITY**

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

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

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

27. **FURTHER ASSURANCES**

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

28. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer/ Promoter through its authorized signatory at the Developer/Promoter's Office, or at some other place, which may be mutually agreed between the Developer/Promoter and the Allottee(s) in such situation, after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution of

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DEVELOPER

said agreement shall be registered at the office of the Sub Registrar –I, at Ghaziabad. Hence this agreement shall be deemed to have been executed at Developer/Promoter office.

29. NOTICES

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

..... (Name of Allottee)

..... (Allottee Address)

M/s Assotech Limited Developer/Promoter name

H-127, Sector-63, Noida (Developer/Promoter Address)
Uttar Pradesh, PIN-201301.

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

30. JOINT ALLOTTEES

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

31. SAVINGS

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

1. The Allottee(s) agrees that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Agreement/Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Allottee(s) and the Promoter/Developer, shall be settled amicably through mutual discussion. Upon receiving the written intimation from the Allottee(s) as stated hereinbefore, the Promoter/Developer shall appoint the sole adjudicating officer of the company. The Allottee(s) expressly acknowledges, accepts and agrees that it shall not approach in any other forum without exercising this option. The arbitration proceedings shall be held at Noida (Uttar Pradesh) only.

Only after this option has failed to resolve the dispute the same shall be settled, as the case may be, through the Authority or Adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this

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DEVELOPER

Agreement for sale at Noida in the presence of attesting witness, signing as such on the day first above written.

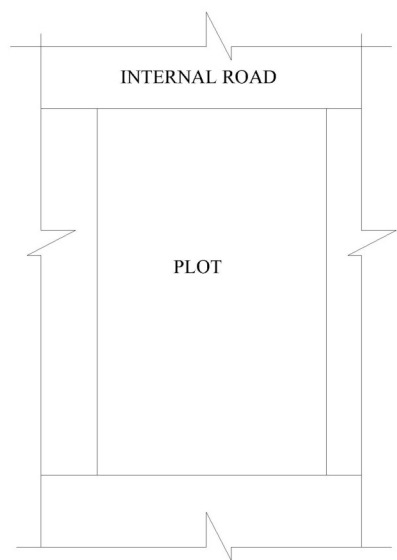
<p>SIGNED AND DELIVERED BY THE WITHIN NAMED :-</p> <p>Allottee (including joint buyers)</p> <p>(1) Signature</p> <p>Name</p> <p>Address</p> <p>(2) Signature</p> <p>Name</p> <p>Address</p>	<p>Please affix photograph and sign across the photograph</p>
<p>SIGNED AND DELIVERED BY THE WITHIN NAMED:-</p> <p>Developer/Promoter</p> <p>Signature (Authorized Signatory)</p> <p>Name Assotech Limited</p> <p>Address : H-127, Sector-63, Noida (Uttar Pradesh), PIN-201301.</p>	<p>Please affix photograph and sign across the photograph</p>
<p>At Noida (Uttar Pradesh) onin the presence of</p> <p>WITNESSES:</p>	
<p>1. Signature</p> <p>Name</p> <p>Address</p>	<p>2. Signature</p> <p>Name</p> <p>Address</p>

[ALLOTTEE(S)]

DEVELOPER

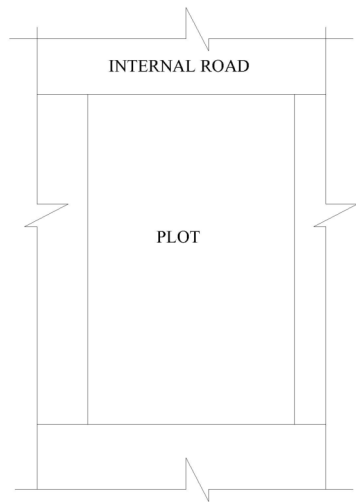
SCHEDULE ‘A’ (Plot Layout Plan)

DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS



83.75 Sq.mtr (100 sq.yd)

1	Plot No.	
2	E	
3	W	
4	N	
5	S	

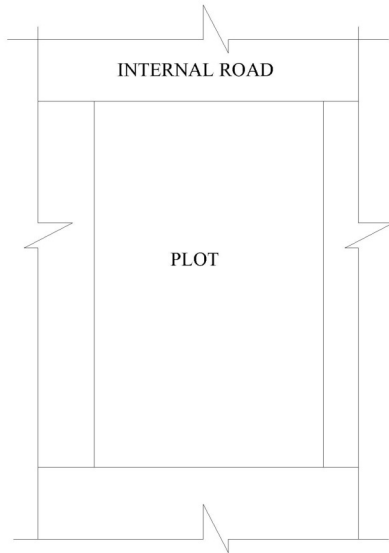


166.90 Sq.mtr (200 sq.yd)

1	Plot No.	
2	E	
3	W	
4	N	
5	S	

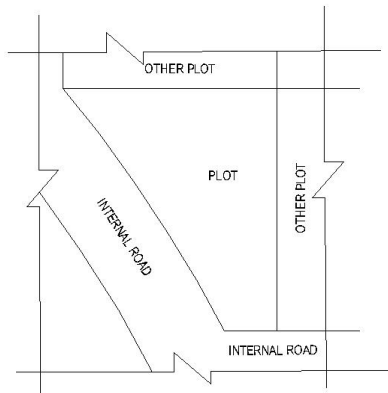
[ALLOTTEE(S)]

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130.0 Sq.mtr (155 sq.yd)

1	Plot No.	
2	E	
3	W	
4	N	
5	S	



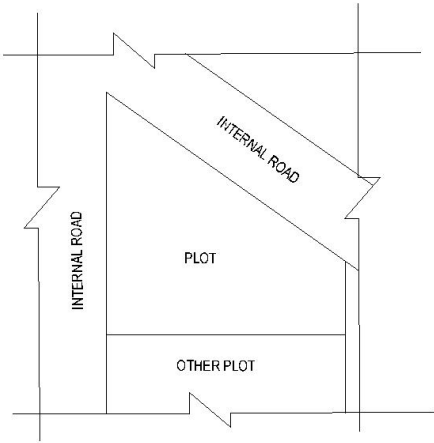
127.06 Sq.mtr (152 sq.yd)

1	Plot No.	
2	E	
3	W	
4	N	
5	S	

[ALLOTTEE(S)]

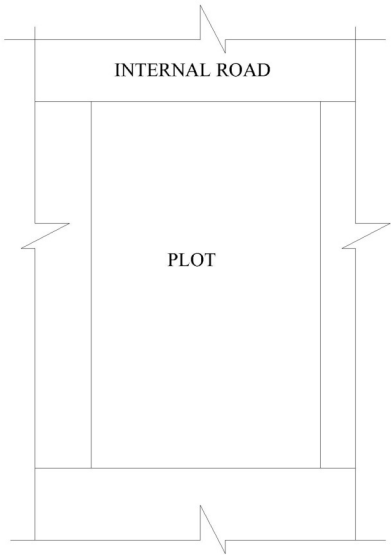
DEVELOPER

124.88 Sq.mtr (150 sq.yd)



1	Plot No.	
2	E	
3	W	
4	N	
5	S	

120.72 Sq.mtr (144 sq.yd)

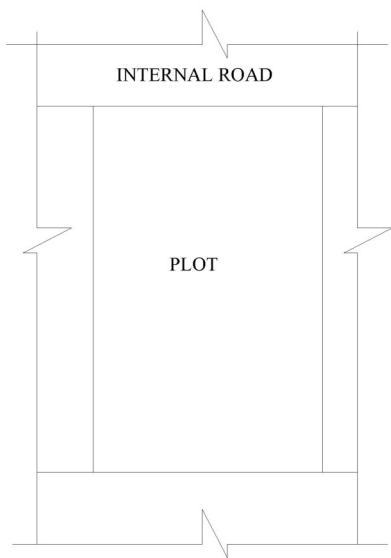


1	Plot No.	
2	E	
3	W	
4	N	
5	S	

[ALLOTTEE(S)]

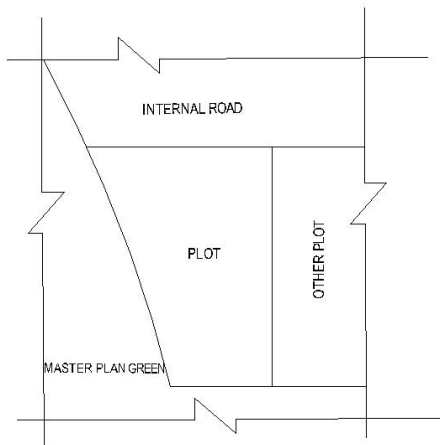
DEVELOPER

111.76 Sq.mtr (133 sq.yd)



1	Plot No.	
2	E	
3	W	
4	N	
5	S	

109.05 Sq.mtr (130 sq.yd)



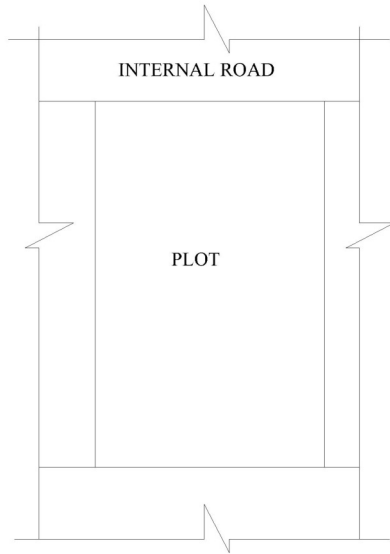
1	Plot No.	
2	E	
3	W	
4	N	
5	S	

[ALLOTTEE(S)]

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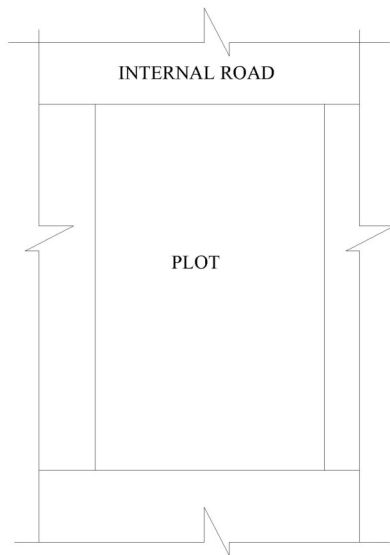
99.24 Sq.mtr (118 sq.yd)

1	Plot No.	
2	E	
3	W	
4	N	
5	S	



92.69 Sq.mtr (111 sq.yd)

1	Plot No.	
2	E	
3	W	
4	N	
5	S	

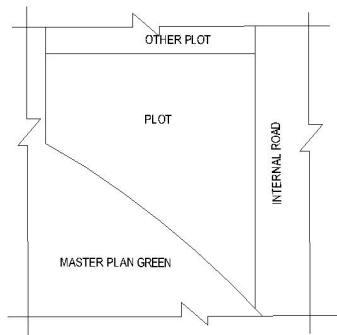


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273.51Sq.mtr (327 sq.yd)

1	Plot No.	
2	E	
3	W	
4	N	
5	S	



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SCHEDULE 'C'



PAYMENT PLAN

Down Payment Plan

On Booking	10%
On Signing of Agreement to Sale or within 30days whichever is earlier	80%
At the time of offer of Possession	10%

Construction Link Payment Plan

On Booking	10%
On Signing of Agreement to Sale or within 30days whichever is earlier	20%
At the time of Commencement of Sewerage & Drainage work	20%
At the time of Commencement of Construction of Road	20%
At the time of offer of Possession	30%

50-50 Payment Plan

On Booking	10%
On Signing of Agreement to Sale or within 30days whichever is earlier	40%
At the time of offer of Possession	50%

Note:-

- * Prices shown above are indicative only and can be revised at any time at the sole discretion of the Company.
- * Booking is subject to detailed terms and conditions as mentioned in the company registration form.
- * Cheque/Draft to be issued in favor of '**Assotech Limited Canopy Collection Account**'.
- Outstation cheque shall not be accepted.
- * Stamp duty charges for Registration of property will be Payable extra as per rules.
- * GST if applicable shall be borne by the buyer at the applicable rate from time to time.
- * RTGS Details for Online Payment: '**Assotech Limited Canopy Collection Account**'

CURRENT ACCOUNT NUMBER	179621010000018
BANK NAME	UNION BANK OF INDIA
IFSC	UBIN0917966
BRANCH	SECTOR 18, NOIDA.

[ALLOTTEE(S)]

DEVELOPER

SCHEDULE 'D'

FACILITIES (WHICH ARE PART OF THE PLOT)

Sr. No.	LIST OF FACILITIES :
1	SEWER LINE
2	WATER SUPPLY
3	DRAINAGE SYSTEM
4	INTERNAL ROAD

[ALLOTTEE(S)]

DEVELOPER

SCHEDULE 'E'

AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT)

Sr. No.	LIST OF AMENITIES :
1	Gated community with Boundary wall
2	Temple
3	Community park
4	Children's play area
5	Open gym
6	Jogging track
7	Entry gate with plaza
8	Secured entry with Guard room
9	Sit out area
10	Convenient shopping
11	Pets area

[ALLOTTEE(S)]

DEVELOPER