

ALLOTMENT AGREEMENT

This Allotment Agreement (“**Agreement**”) is made on this [●] day of [●] 2018 at Greater Noida, by and between:

1. **M/S ADIHM DEVELOPERS PRIVATE LIMITED**, a limited company incorporated under the Companies Act, 1956 with Corporate Identification Number [●], having its registered office at B-1/504, Satyam Apartment, The New Progressive CGHS Limited, 20-B, Vasundhara Enclave, Delhi - 110096 acting through its duly authorized signatory, Mr. [●] vide board resolution dated [●] (hereinafter referred to as the “**Developer**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors, legal representatives, executors, transferees, assignees and administrators);
2. Person(s) mentioned in **Schedule I** (hereinafter referred to as the “**Allottee**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its/his/her/their respective/its successors, legal representatives, executors, transferees, assignees and administrators, as may be applicable).

(The Developer and the Allottee shall hereinafter be individually referred to as such, as a ‘**Party**’ and collectively as ‘**Parties**’)

WHEREAS:

- A. The Developer has been allotted a plot of land admeasuring 11,584 square meters bearing commercial Plot No.C-3, situated in Sector – ALPHA-II, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the “**Said Plot**”) by Greater Noida Industrial Development Authority (GNIDA), Uttar Pradesh on perpetual lease hold basis for a period of 90 (ninety) years as per the terms and conditions contained in the Lease Deed dated 10th August, 2011 which is duly registered in the Office of the Sub Registrar, Greater Noida (hereinafter referred to as the “**Lease Deed**”).
- B. That the Developer has decided to develop and construct a multistoried commercial complex under the name and style of “RST Galleria” (hereinafter referred to as the “**Project Building**”) on the Said Plot.
- C. GNIDA has since handed over peaceful possession of the Said Plot to the Developer for development and construction of commercial spaces such as Multiplex, Entertainment zone, showrooms, retail outlets, restaurants, offices, shops and spaces for other commercial usages.
- D. The Project Building has been registered with the Real Estate Regulatory Authority, Uttar Pradesh (“**UPRERA**”) on date [●] and the Project Building’s Registration Certificate No. is [●]. This registration is valid for a period of [●] years commencing from [●], unless renewed by the UP RERA. The details of the Project Building (including the names of the promoters of the Project Building) are also available on the website of the UP RERA [www.up-rera.in] as required under Real Estate (Regulation and Development) Act, 2016.
- E. The Developer, after getting building plans sanctioned from the Competent Authority, and subject to restrictions and conditions imposed in the said Lease Deed, is entitled

to develop, construct and market the Project Building known as “RST Galleria” on the Said Plot and the Developer is entitled to book/allot/sell/lease commercial spaces/shops/ office units to be constructed on the Said Plot and to receive advance booking amount, total consideration amount either by down payment or in installments and all other deposits and charges etc. from the Allottee of the said Project Building and to issue receipt thereof and to execute all papers/documents pertaining thereto.

- F.** The Allottee agrees that it has full knowledge of all the laws/notifications and rules applicable to the area in general and said Project Building named as “RST Galleria” in particular which have been explained by the Developer and understood by it.
- G.** The Allottee has seen the relevant documents/papers and is fully satisfied with the title of the Developer to the Said Plot and that the Developer has right and authority to develop and construct the said Project Building on the Said Plot and to sell the commercial space there at. The Allottee has also seen the sanctioned plans, designs and layout plans pertaining to the Project Building (as approved by the Competent Authority) and the specifications of the Said Unit as and after being satisfied in all respects is willing to purchase the Said Unit in the said Project Building i.e. “RST Galleria”.
- H.** The Competent Authority has granted the commencement certificate to develop the Project Building vide approval dated [●] bearing no. [●].
- I.** The Developer has obtained the final layout plan approvals for the Project Building from the Competent Authority. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 and other laws as applicable.
- J.** The Developer is fully competent to enter into agreements in respect of the Project Building which is being constructed and all the legal formalities with respect to the right, title and interest of the Project Building regarding the Said Plot on which Project Building is to be constructed have been completed. The Developer is fully competent to sell the entire said area as the sole owner of the same and none other than them have any lien, charge, claim, or interest in the Project Building, and the Developer is fully entitled to enter into agreements with any person on any terms in their absolute discretion and to sell the same or any part thereof and realize sale price, to give receipts, to hand over possession of the sold space and to get sale deed registered on Completion.
- K.** The Allottee verified from the Developer, and the Developer has allowed the Allottee inspection of the Said Plot, the building plans, ownership record of the Said Plot and other documents relating to the title, competency and all other relevant details and after inspection and verification, the Allottee assures that he/she/it is fully satisfied in all respects with regard to the right, title and authority of the Developer to enter into this Agreement.
- L.** The Developer has represented and the Allottee has specifically noted that all requisite Approvals have been received.
- M.** The Developer has further clarified to the Allottee that this Agreement is confined to and limited in its scope to the sale of commercial space in the Project Building in accordance with the building plan(s) approved by the Competent Authority.
- N.** The Allottee had applied for an area/space in the Project Building vide application dated [●] and has been allotted a unit bearing no. [●] having carpet area of [●] square

feet, on [●] floor in the Project Building as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) (hereinafter referred to as the “**Unit**” and the floor plan is annexed hereto and marked as **Schedule III**).

- O.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- P.** 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 Building.
- Q.** 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.
- R.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Unit.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

Capitalized terms used in this Agreement shall, unless the context otherwise requires, bear the same meaning as assigned to them in **Schedule II** hereof.

2. AGREEMENT TO GRANT AND TRANSFER

In consideration for the Total Consideration to be paid by the Allottee to the Developer, the Developer hereby agrees to grant the Lease Rights and the Use Rights and transfer the Ownership Rights unto the Allottee in and to the Unit to be used, exercised, possessed and enjoyed in the manner and subject to limitations, restrictions and other terms of this Agreement and as may be stipulated by the Developer from time to time as per applicable laws.

3. CONSIDERATION PAYMENT MECHANISM

- 3.1. The total price for the Unit based on the Carpet Area is Rs. [●] (Rupees [●] only, calculated at the rate of [●] per square feet Carpet Area (“**Total Consideration**”).
- 3.2. Total Consideration here includes:
 - 1) Booking amount paid by the Allottee to the Developer towards the Unit: INR [●]

- 2) Taxes (consisting of tax paid or payable by the Developer by way of value added tax, service tax, GST and cess or any other similar taxes which may be levied, in connection with the construction of the Project Building payable by the Developer) up to the date of handing over the possession of the Unit (Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Developer shall be increased/reduced based on such change / modification): INR [●]
 - 3) Other charges as listed in Schedule-II (including but not limited to pro rata share in the Common Areas and charges related to preferential location, right to use of parking space etc. INR [●]
- 3.3. The Total Consideration is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Government or Competent Authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the Competent Authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.4. The Allottee has paid/agrees to pay the Total Consideration to the Developer in accordance with the payment plan opted by the Allottee at the time of booking the Unit which is set out in **Schedule IV** to this Agreement which Schedule shall form integral part of this Agreement (“**Payment Plan**”).
- 3.5. Up to and upon signing of this Agreement the Allottee has paid to the Developer a sum of Rs. [●] (Rupees [●] only) being part payment towards the Total Consideration of the Unit at the time of application, the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified by the Developer.

Details of the payment received by the Developer from the Allottee:

<u>S.No.</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount</u>
1				
2				
3				
4				

- 3.6. The Allottee shall make payment of the Total Consideration for the Unit by way of cheques/ demand drafts/ issued in favour of 'ADIHM DEVELOPERS PRIVATE LIMITED' (payable at Delhi/ NCR) or in such name as informed by the Developer from time to time. The receipt of payment shall be issued by the Developer in the name of first allottee (in case the Unit is allotted to joint allottees) irrespective of payment received either from the joint allottee or from any other person. For all cheques / demand drafts, the date of realization shall be taken as the date of payment. The Allottee agrees that the dishonor of any instrument issued by the Allottee for any reason whatsoever, amounts to the breach of the terms of the allotment and the Developer shall be entitled to cancel the allotment of the Unit at any stage or may accept another cheque towards such defaulted amount subject to such terms and conditions as it may specify including levy of appropriate charges.
- 3.7. It is agreed between the Parties that upon receipt of the Total Consideration from the Allottee, the Developer shall hand over vacant possession of the Unit to the Allottee. In the event that the Developer fails to give possession of the Unit in accordance with the terms of this Agreement or due to discontinuance of its business as a developer on account of suspension or revocation of his registration, the Allottee shall be entitled to claim the refund of amount paid along with interest at such rate as may be prescribed and compensation from the Developer in the manner as provided in the Real Estate (Regulation and Development) Act, 2016.
- 3.8. In case the Allottee fails to pay any of the instalments/ charges/ fees, etc. in time, the Developer may, at its discretion, cancel the allotment and forfeit the earnest money. Thereafter the Allottee shall be left with no lien whatsoever on the Developer and/or on the Unit. The amount, if any, paid over and above the earnest money shall, however, be refunded to the Allottee by the Developer without any interest after re-allotment of the Unit and after compliance of certain formalities by the Allottee. The Developer may, however, in its absolute discretion condone the delay of late payments of instalments by the Allottee with interest on all the outstanding amounts/payments from their respective due dates. The Allottee shall be liable to pay interest at the rate of 12% per annum for non-payment of any of the charges for the first 3 months of delay and thereafter will pay 18% interest for the next 6 months and will pay 24% for any delay thereafter.

4. TIME IS ESSENCE

Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Project Building and handing over the Unit to the Allottee and the Common Areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/it and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in **Schedule IV**.

5. UNIT BUYER AGREEMENT

- 5.1. The Developer hereby agrees that on Completion of the Project Building and on receipt of the Total Consideration of the Unit from the Allottee, subject to the terms of this Agreement, the Developer shall execute and register the unit buyer agreement in accordance with the terms hereof in favour of the Allottee for transfer of the Lease Rights, Use Rights and Ownership Rights in and unto the Unit in favour of the Allottee within three months from the issuance of the occupancy certificate (the “**Unit Buyer Agreement**”). The Allottee acknowledges that the Unit Buyer Agreement shall be in the form and content as provided by the Developer.
- 5.2. Simultaneous to the execution of the Unit Buyer Agreement, the Developer shall provide vacant, peaceful, unencumbered and lawful possession of the Unit including appurtenants thereto to the Allottee.
- 5.3. The Allottee acknowledges that the Unit Buyer Agreement shall be executed only upon receipt of the Total Consideration from the Allottee and payment of applicable stamp duty, registration charges and any other taxes, charges and costs, if applicable, by the Allottee as may be demanded by the Developer from time to time. In the event that the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded by the Developer within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the Unit Buyer Agreement in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee.
- 5.4. The Allottee, subject to the income tax and other clearances as stipulated in this Agreement, shall be entitled to get the Unit Buyer Agreement executed and registered in its own name.

6. CONDITIONS OF ALLOTMENT

- 6.1. The Project Building shall always be known as “RST Galleria” and this name shall never be changed by the allottee(s) of the units or anybody else.
- 6.2. The Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project Building is an independent, self-contained project covering the Said Plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project Building’s facilities and amenities shall be available only for use and enjoyment of the allottees of the Project Building.
- 6.3. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project Building, shall not form a part of the declaration to be filed with the Competent Authority to be filed in accordance with the Real Estate (Regulation and Development) Act, 2016.

- 6.4. The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.
- 6.5. The Developer shall handover physical possession of the Unit to the Allottee within a period of two months of the occupancy certificate issued for the Project Building by giving an offer in writing to the Allottee to take over, occupy and use the Unit.
- 6.6. After obtaining the occupancy certificate and handing over physical possession to the Allottee, the Developer shall handover 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.
- 6.7. Notwithstanding the fact that a portion of the Common Areas has been included for the purpose of calculating the area of the Unit, it is repeatedly and specifically made clear that it is only the inside space in the Unit that has been agreed to be sold and the inclusion of the Common Areas in the computation does not pass any interest or give right therein as such to the Allottee, except as provided hereunder.
- 6.8. The terms and conditions contained herein shall be binding on the occupier of the Unit and any default of the occupier shall be treated as that of the Allottee, unless context requires otherwise.

7. ALLOTTEE'S ACKNOWLEDGEMENTS

- 7.1. The Allottee has entered into this Agreement with full knowledge of and subject to all the laws, bye-laws, statutes, notifications, rules and regulations applicable to the area where the Unit is proposed to be situated, and which have been fully understood by the Allottee.
- 7.2. The Allottee has satisfied himself/herself/itself about the interest and right of the Developer in the Said Plot on which the Unit is to be constructed and has fully understood all limitations and obligations in respect thereof. The Allottee agrees that there will not be any further investigations or objections by him/her/it in this respect.

8. PERMITTED USE OF UNIT

- 8.1. The Allottee will use the Unit only for uses presently permitted as specified in the Allotment Agreement which is for the purposes of commercial spaces such as showrooms, retail outlets, restaurants, offices and spaces for other commercial usages.

- 8.2. Any change in the specified use, which is not in consonance with the scheme of the said Project Building or is detrimental to the public interest will be treated as a breach of the terms of this allotment by the Allottee.
- 8.3. The Allottee further agrees, acknowledges and undertakes that:
- 8.3.1. No immoral, improper, offensive or unlawful use shall be made of the Unit or the Project Building or any part thereof. Further, the Unit shall not be used in a manner which will be a nuisance or be obnoxious to the other occupants of the Project Building. The Allottee shall not do any act or omission which will make it difficult for the other buyers to enjoy and make the best possible use of the units and the Project Building.
 - 8.3.2. The Allottee shall adhere to and abide by all laws, bye-laws, rules and regulations of any government having jurisdiction including the provisions of any other laws applicable earlier or made applicable hereafter to the Unit/Project Building and as maybe amended from time to time, and to pay all applicable taxes.
 - 8.3.3. The Allottee shall allow the officers and employees of the Competent Authority and the Developer and/or its nominated maintenance agency to enter the Unit at all reasonable times and after reasonable notice for the purpose of ascertaining whether the Allottee is in compliance with the terms of this Agreement, the Lease Deed and/or the applicable laws.
 - 8.3.4. The Allottee shall ensure that the employees, visitors and persons visiting, working or in any way present in the Unit do not create any disturbance or undertake any illegal activities and in case of any hostilities, strikes, protests or any other aggressive behavior by any such persons, the Allottee shall ensure that the same is resolved as soon as possible and immediate legal action is taken including taking necessary criminal action.
 - 8.3.5. The Allottee shall at the Allottee's own cost keep the Unit in good and tenable condition, and repair and maintain the same properly. The Allottee shall also keep the inside of the Unit in a neat, clean and tidy condition. The Allottee will ensure that all dirt, garbage and waste is properly transported out in covered cans/bags.
- 8.4. The Allottee shall not do or permit anybody to do the following acts:
- a. To store in the Unit any goods, which may be of combustible nature or which are so heavy as to affect the construction or the structure of the Project Building/ Unit or any part thereof.
 - b. To do anything in or around the Unit which may tend to cause damage to any flooring or ceiling of any unit over/below or adjacent to its Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.

- c. To demolish the Unit or any part thereof or to make any additions or alterations of whatsoever nature to the Unit or any part thereof.
- d. To close ground space, corridors or lounges or balconies or common passages or common corridors even if whole of particular floor/floors are occupied by the same Allottee.
- e. To make any alterations in any elevations and outside color scheme of the exposed wall of the verandah, lounge or any external wall, or both the faces of external doors and windows of the Unit to be acquired by it, which in the opinion of maintenance agency differ from the color scheme of the Project Building.
- f. To put up any name or signboard, publicity or advertisement material outside its Unit or anywhere in the Common Areas without prior permission of the maintenance agency in writing.
- g. To make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rages, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the purposes in the Project Building.
- h. To use the Unit for purpose other than the purpose for which it has been allotted.

8.5. The Allottee shall use the Unit strictly in accordance with the provisions of Clause 8.1 and shall not in any manner sub-let or license the Unit or grant any rights in favour of a third party or allow in any manner whatsoever the use or carrying on of any business from the Unit by any third party without the prior written consent of the Developer, which shall not be unreasonably withheld. It is expressly agreed that in the event of any licensing/sub-leasing or grant of any usage rights in favour of any third party by the Allottee pertaining to the Unit shall be subject to provisions of this Agreement and the Allottee shall ensure that such licensee/sub-lessee complies with the provisions of this Agreement and references to "Allottee" in this Clause 8 and this Agreement pertaining to usage of the Unit shall include such sub-lessee/licensee so far as the same is applicable.

9. RIGHTS OF THE ALLOTTEE

9.1. Subject to Clause 13.2, Developer agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below:

- 1) The Allottee shall have exclusive ownership of the Unit.
- 2) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of Maintenance Charges and other charges as applicable. The Developer shall convey undivided

proportionate title in the Common Areas to the association of allottees as per the Real Estate (Regulation and Development) Act, 2016.

- 3) The computation of the price of the Unit includes recovery of price of land, construction of the Unit and the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project Building.
- 4) It is agreed that for Units on floor numbers [], the Allottee shall not be allowed to install their own air conditioner units due to lack of space. In the alternative, the Developer shall provide specific DX chiller units of such size and specification, as per design and the Allottee shall be obligated to bear the total costs of such units and installation and other costs, the details of which are specified in the Schedule IV.

10. ALLOTTEE'S UNDERTAKINGS AND COVENANTS

- 10.1. The Allottee hereby agrees to comply with all the laws as may be applicable to the Unit including but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and the Rules, Notifications etc. made/issued there under in respect of the Unit and the Allottee shall always remain solely responsible for the consequences of non-compliance of the aforesaid Acts/ Rules.
- 10.2. The Allottee further agrees to install and operate and keep at all times in operational condition various equipment machinery etc. at its own cost and expenses in conformity with the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 in the Unit and the Allottee shall always remain solely responsible to obtain and always keep alive and make available necessary certificates from the Pollution Control Board and/or other appropriate authorities in this regard.
- 10.3. The Allottee agrees that in the event of any additional levy of any charges, taxes, duties by any government or semi-government authority, the same shall be borne by the Allottee in proportion to their areas and be paid, as and when, levied and demanded. The Developer may also levy proportionate additional charges in case the government, GNIDA or any or any other statutory body levies and charges in respect of the Said Plot in question or in respect of the construction thereon and the Allottee hereby agrees to pay the same as and when demanded.
- 10.4. The Allottee agrees to pay directly, or if paid by Developer, then reimburse to Developer on demand, Government levies, property tax, ground rent, lease rent, conversion charges, unearned increase, wealth tax, GST, education cess and/or any other taxes/ charges of all and any kind by whatever name called, whether

levied now or in future on the Said Plot and/or Project Building, constructed on the Said Plot or the Unit, as the case may be, as assessable/applicable from the date of offer of possession of the Unit to the Allottee and the same shall be borne and paid by the Allottee in proportion to the Carpet Area of the Unit to the Carpet Area of all the units in the Project Building as determined by the Developer.

- 10.5. The Allottee agrees to abide by the terms and conditions imposed by any government or local authority.
- 10.6. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the Competent Authority.
- 10.7. The Allottee shall, at all times, comply with the terms of the Lease Deed (to the extent the same is applicable to it) and the applicable laws and guidelines prescribed by the Developer from time to time.
- 10.8. The upkeep, maintenance and management of Common Areas including operation and up keep of plant and machinery shall be organized by the Developer or its nominated maintenance agency. The Maintenance Charges shall be borne and paid by the Allottee proportionately with other occupant of the units comprised in the Project Building as per the allocation of the costs by the Developer or its nominated agency. The Allottee agrees to accept as final and binding the charges so fixed and payable every month apportioned by the Developer.
- 10.9. The Allottee shall deposit refundable Interest Free Maintenance Security (IFMS) of Rs. _____/- (Rupees _____ only) per square feet Carpet Area of the Unit with the Developer/ maintenance agency at the time of taking over possession of the Unit. The Allottee agrees to deposit the refundable interest free security and always keep deposited the same with the Developer/ maintenance agency. A separate maintenance agreement between the Allottee and the maintenance agency will be signed at a later date.
- 10.10. After completion of the Project Building, the structure of the building may be insured against fire, earthquake, riots and civil commotion, militant action etc. by the maintenance agency on behalf of the Allottee. The cost of insuring the building structure shall be recovered from the Allottee on pro-rata basis as a part of maintenance charges and the Allottee hereby agrees to pay the same. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any unit or any part of the said building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable. However, the contents inside the Said Unit will be separately insured by the said Allottee at his own cost.
- 10.11. The Allottee shall install electrical fittings & fixtures and the cost for the same shall be borne by the Allottee.

- 10.12. The electrification and fire-fighting charges shall be payable by the Allottee as and when demanded by the Developer at the time of possession of the Unit.
- 10.13. The Allottee has agreed that out of the amount(s) paid/ payable by the Allottee to the Developer for the Unit allotted to him/ her/ it, the Developer shall treat 10% of the Total Consideration as earnest money to ensure fulfillment by the Allottee of the terms and conditions of allotment.
- 10.14. In the event that the Allottee delays in payment of the Total Consideration or any other charges due on the Allottee to the Developer, the Allottee shall be liable to pay interest at such rate as prescribed in the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 from the date on which the Allottee defaulted in payment till the date he makes the payment.
- 10.15. The Allottee shall pay maintenance charges, which shall be fixed by the maintenance agency from time to time depending upon the maintenance cost. The maintenance charges shall be as demanded by the maintenance agency plus all statutory taxes. The maintenance agency shall have full discretion to periodically increase the monthly maintenance charges. The Allottee shall be liable to pay interest at the rate of 12% per annum for non-payment of any of the charges for the first 3 months of delay and thereafter will pay 18% interest for the next 6 months and will pay 24% for any delay thereafter failing which shall also disentitle the Allottee to the enjoyment of common services including lifts, electricity and water etc.
- 10.16. If the Developer or the maintenance agency decides to apply for and thereafter receives permission from the electricity distributing authority/ company/ or from other competent body or authority constituted by the Government of India or the State Government to receive and distribute bulk electrical supply in the Project Building, then the Allottee undertakes to pay on demand to the Developer/ maintenance agency, as the case may be, proportionate share as may determined from all the deposits, equipment costs and charges paid /payable by the Developer or maintenance agency to the electricity department/ supplier/ or any other statutory body or Government or any regulatory body, failing which the same shall be treated as unpaid portion of the Total Consideration payable by the Allottee for the Unit and the delivery of possession and/ or conveyance of the same may be withheld till fully payment thereof is received from the Allottee. Further the Allottee agrees that the Developer/ maintenance agency shall be entitled to withhold supply of electricity to the Unit till entire payment/ dues are received from the Allottee. Further, in case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's right to apply for individual direct electrical supply connection from the electricity department or any other body or company responsible for supply of electrical energy. The Allottee further agrees to pay any increase /additional demand in the deposits, charges for bulk supply of electricity as may be demanded from time to time.
- 10.17. The Allottee shall not object to the entry of the maintenance agency and its representatives, employees etc. in the Unit for carrying out any repair,

alterations, cleaning etc. or for any other purpose or in connection with the obligations and rights under this Agreement, including for disconnections of the electricity and water or for repairing/ changing wires, gutters, pipes, drains, part structure etc.

- 10.18. The Allottee agrees that as such the Said Plot is not divisible. Accordingly, the Allottee agrees that all the Common Areas and other facilities on the Said Plot shall not be interfered or encroached upon by the Allottee and the Allottee shall at no point of time in present or in future seek the partition of the Said Plot underneath and endorsement of the same in the revenue records.
- 10.19. The Allottee shall have no right, title and interest in the car parking spaces in the basements or on the surface of the Project Building, which may or may not have been allotted/sold/reserved by the Developer to any of the allottee(s) and shall be dealt with by the Developer in its own discretion as it shall remain the absolute property of the Developer. The Allottee shall not raise any claim against such car parking spaces in the basements or on the surface of the Project Building nor shall the Allottee attempt to use or park its vehicle in such car parking spaces.
- 10.20. The basement(s) and service areas, if any, as may be located within the Project Building, as the case may be shall be earmarked by the Developer to house services including but not limited to air-conditioning plants, electric sub-stations, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipments etc. and other permitted uses as per zoning/ building plans. The Allottee shall not be permitted to use the basement and service areas in any manner whatsoever, and the same shall be reserved for use by the Developer or the maintenance agency and its employees for rendering maintenance / ancillary / support services. Likewise, the staircases are meant for ingress/ egress from/ to the Project Building. The Allottee shall not object to any movement of goods etc. by the Developer or its nominated maintenance agency through the staircases. It is made abundantly clear that Allottee shall have only Use Rights to be exercised along with other occupants / users of the Project Building over or in respect of all or any Common Areas. The Developer, in its sole discretion, shall be entitled to lease/ sell or allow exclusive use/ possession of any Common Area to any person or entity, without causing any dilution / hindrance in Use Rights of the Allottee.
- 10.21. The Allottee agrees that as and when any plant and machinery within the Project Building, including but not limited to air-conditioning plants, lifts, escalators, DG sets, electric sub-stations, pumps, fire-fighting equipment, any other plant/equipment of capital nature etc. require replacement, upgradation, addition etc. the cost thereof shall be met from the sinking fund/repair fund which will be payable by each allottee over and above the monthly Maintenance Charges. If the said fund is found to be insufficient to meet the cost of the required replacement/ up gradation/addition etc., then the shortfall shall be contributed by all the allottee(s) in the Project Building on pro-rata

basis. The maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

- 10.22. The Developer reserves the right to give on sub-lease or license any part of the top roof/ terraces above the top floor of the Project Building for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use / hire/ lease / license the same for advertisement purposes and the Allottee agrees that it shall not object to the same and make any claims on this account. It is made abundantly clear that top roof/ terraces above the top floor of the Project Building is not included in the Common Areas and the Allottee shall have no rights, title or interest whatsoever in or to the same and the same shall be used solely by the Developer in the manner as it may deem fit.
- 10.23. It is abundantly made clear that in respect of all remittances with regards to granting of rights in and transfer of the Unit it shall be the sole responsibility of non- resident/foreign national of Indian origin to comply 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 in this regard and provide the Developer with such permissions, approvals, sanctions, consents of the concerned authorities which would enable the Developer to fulfill its obligations under this Agreement. In case any such permission is ever refused or subsequently found lacking by any statutory authority the allotment shall stand cancelled and the Developer shall refund the booking amount and the entire amount paid by the Allottee after adjusting administrative charges etc. without any interest. The Developer will not be liable in any manner on such account. Any refund, transfer of security if provided in terms of this 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 understands and agrees that in the event of any failure on his/her/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/it shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Developer accepts no responsibility in this regard. Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

- 10.24. Transfer Restrictions

- 10.24.1. It is specifically agreed that any transfer, assignment, sale, disposal or creation of lien, Encumbrance or any right in favor a third party in or to or in relation to this Agreement or rights in or to the Unit (collectively, '**Transfer**') shall be done strictly in accordance with the provisions of this Clause 10.24.1 The failure by the Allottee to comply with the provisions of this Clause 10.24.1 shall render any such Transfer ineffective and null and void.
- 10.24.2. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Allottee be permitted to Transfer the Unit without (i) the prior written consent of the Developer; and (ii) payment of Transfer Charges.
- 10.24.3. The Developer may, however, in its sole discretion, permit substitution on such terms and conditions including payments of administrative charges at Rs.200/- (Rupees Two Hundred only) per square feet by executing documents of transfer, indemnity bond, affidavit etc. The said administrative charges shall be paid by the Allottee to the Developer and/ or to the maintenance agency on behalf of the Developer. Any change in name (including addition/deletion) of the Allottee will be deemed as substitution for this purpose. The administrative charges for the Unit amongst family members (husband/wife and own children/mother/father and real brother and sister) will be 50% of the normal administrative charges for every transfer.
- 10.24.4. Before any such Transfer, the Allottee shall take a no objection certificate from the Developer relating to the usage for which the Unit is intended to be transferred.

11. DEVELOPER'S UNDERTAKINGS AND COVENANTS

- 11.1. The Developer agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, Maintenance Charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project Building). If the Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.
- 11.2. The Developer shall ensure that the creation of charge by virtue of any equitable mortgage on the Said Plot and the construction thereon by raising

finance from any bank/ financial institution/ body corporate shall be vacated before the execution of the Unit Buyer Agreement in favour of the Allottee.

- 11.3. The Developer shall be responsible to obtain the completion certificate and the occupancy certificate, or both, as applicable from the relevant competent authority and to make them available to the Allottee.
- 11.4. The Developer shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Real Estate (Regulation and Development) Act, 2016 and the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016.
- 11.5. The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project Building after the building plan has been approved by the Competent Authority except for as provided in the Real Estate (Regulation and Development) Act, 2016.
- 11.6. The Developer shall complete the construction of the Project Building within 48 (forty Eight) months from the date of commencement of construction, within an extended period of 6 (six) months, subject to Force Majeure Events and subject to all allottees of the Project Building making timely payment and/ or subject to any other reasons beyond the control of the Developer.
- 11.7. After the Developer executes this Agreement it shall not mortgage or create a charge on the Unit or Project Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.
- 11.8. The Developer, at the time of the booking and issue of allotment letter shall be responsible to make available to the Allottee, the following information, namely:

Sanctioned plans, layout plans, along with specifications, approved by the Competent Authority by display at the site or such other place as may be specified by the regulations made by the Competent Authority .
- 11.9. The Developer shall develop and complete the Project Building in accordance with the sanctioned plans, layout plans and specifications as approved by the Competent Authority. After the sanctioned plans, layout plans and specifications and the nature of the fixtures, fittings, amenities and Common Areas as approved by the Competent Authority are provided to the Allottee, the Developer shall not make:
 - 1) Any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Project Building without the previous consent of Allottee provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or

alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised architect or engineer after proper declaration and intimation to the Allottee.

- 2) Any other alterations or additions in the sanctioned plans, layout plans and specifications of the Project Building or the Common Areas within the Project Building without the previous written consent of at least two-thirds of the allottees, other than the Developer, who have agreed to take Units in such Project Building.

- 11.10. The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project Building is being developed or has been developed, in the manner as provided under the Real Estate (Regulation and Development) Act, 2016 and the claim for compensation shall not be barred by limitation provided under any law for the time being in force.

12. REPRESENTATIONS AND WARRANTIES

- 12.1. The Developer represents and warrants as follows :

- 12.1.1. The Developer has all necessary corporate, statutory and legal power and entitlement to execute and deliver this Agreement and perform all of its obligations hereunder.
- 12.1.2. The Developer has absolute, clear and marketable title with respect to the Said Plot; the requisite rights to carry out development upon the Said Plot and absolute, actual, physical and legal possession of the Said Plot for the Project Building.
- 12.1.3. The Developer has all necessary Approvals with respect to the Project Building and the Said Plot, by the Competent Authority to carry out development of the Project Building. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project Building, Said Plot, Unit and Common Areas.
- 12.1.4. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- 12.1.5. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said

Plot, including the Project Building and the Unit which will, in any manner, affect the rights of Allottee under this Agreement.

- 12.1.6. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement.
- 12.1.7. At the time of execution of the Unit Buyer Agreement(Sale Deed/Conveyance Deed) the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the Common Areas to the association of the allottees.
- 12.1.8. The Said Plot is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Plot.
- 12.1.9. The Developer 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 Project Building to the competent authorities.
- 12.1.10. 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 Plot) has been received by or served upon the Developer in respect of the Said Plot and/or the Project Building.
- 12.1.11. The Unit, Project Building and the Said Plot is free of all charges, liens, encumbrances and litigation of any type in any court of law.
- 12.2. The Allottee represents and warrants as follows:
 - 12.2.1. The Allottee has all necessary corporate, statutory and legal power and entitlement to execute and deliver this Agreement and perform all of its obligations hereunder. In case the Allottee is an individual (executing individually or jointly with other individual(s) or representing any firm, entity or as a karta of an HUF), he/she represents that this Agreement has been executed by him/her with sound mind and under no duress, undue influence or coercion.
 - 12.2.2. In case the Allottee is a body corporate, it is duly incorporated, validly existing and in good standing under the applicable laws. Neither the execution nor delivery of this Agreement nor the compliance with the terms of the Agreement will violate the constitution documents of the Allottee.

- 12.2.3. The execution and performance of this Agreement does not constitute any breach of any applicable laws, contract, agreement, arrangement or understanding to which the Allottee may be subject to in any capacity nor will it violate any of the terms or provisions of any judgment, decree or order or any statute, rule or regulation applicable to the Allottee.
- 12.2.4. The Allottee has executed this Agreement after due consideration and understanding of the terms hereof and has taken necessary legal advise in relation thereto.
- 12.2.5. The Allottee has undertaken all necessary due diligence on the Said Plot, the Project Building, the Unit and the Approvals, with respect to the rights of the Developer and is fully satisfied with regard to the rights and interest of the Developer, the Project Building and the Unit and the Developer's right and authority to develop and construct the Project Building. The Allottee has understood all limitations and obligations of the Developer in respect thereof. The Allottee assures the Developer that the investigations by the Allottee are complete and the Allottee is fully satisfied that the Developer is competent to enter into this Agreement and that there shall not be any further objections, observations, complaints or queries with respect to the aspects covered in this Clause 12.2.5.
- 12.2.6. The Allottee acknowledges that the Developer has provided all information and clarifications as required by the Allottee and that the Allottee has not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developer, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Project Building and/or the Unit (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Developer, the estimated facilities/ amenities to be made available to the Allottee or any other data except as specifically represented in this Agreement and that the Allottee has relied solely on the Allottee's own judgment and investigation(s) in deciding to enter into this Agreement to purchase the Unit. No oral or written representations or statement (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Agreement and that this Agreement shall be self contained and complete in itself in all respects.
- 12.2.7. The Allottee agrees and acknowledges that the Allottee is entering into this Agreement with full knowledge of all the laws, rules regulations, notifications, statutory provisions applicable to the Project Building and the Unit including but

not limited to the terms and conditions of the Lease Deed as applicable to the Project Building and the Unit and that the Allottee has clearly understood the Allottee's rights, duties, responsibilities, obligations thereunder, and agree to abide by the same.

13. TERM AND TERMINATION

13.1. The term of this Agreement shall commence on the Commencement Date and shall, subject to this Clause, extend till the Lease Deed is in force and effect.

13.2. The Developer shall be entitled to terminate this Agreement on occurrence of one or more of the following events:

13.2.1. The Allottee fails to make payment of the Total Consideration within the period as indicated in the Payment Plan.

13.2.2. The Allottee or any of its employee, agent, director, partner, shareholder, relative or any person claiming through or under them ('**Breaching Parties**') are found to be in material breach of the provisions of this Agreement or any document, agreement or instrument executed pursuant hereto or which may apply to the Breaching Parties.

13.3. In the event of termination as per Clause 13.2:

13.3.1. The Developer shall be entitled to take the possession of the Unit and shall be free to deal with the same in the manner it deems fit including further conveyance of the same.

13.3.2. The Allottee shall have no claim whatsoever against the Developer.

13.4. Termination by the Allottee

13.4.1. Subject to the provisions of Clause 14, the Allottee shall be entitled to terminate this Agreement if the Developer fails to complete or is unable to give possession of the Unit:

a) in accordance with the terms of this Agreement;
or

b) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Real Estate (Regulation and Development) Act, 2016 or for any other reason.

13.4.2. In the event of termination as per Clause 13.4.1, the Developer shall return the amount received by it from the Allottee in respect of the Unit along with the interest at the rate as

specified in the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 within 45 days after receiving the notice of termination.

13.4.3. Notwithstanding anything contained in Clause 13.4.2 above, where the Allottee does not intend to terminate the Agreement, the Developer shall pay him interest at the rate as specified in the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 for every month of delay till the handing over of the possession of the Unit.

13.5. The provisions of Clause 1, 13.3, 13.5, 15, 16, 21 and such other provisions of this Agreement as are required to survive to enable the effective exercise of Clause 13.3 shall survive the termination of this Agreement.

14. FORCE MAJEURE

14.1. On occurrence of Force Majeure Events, the performance of this Agreement by the Developer shall be extended for the period of delay or inability to perform due to the occurrence of Force Majeure Events provided that such Force Majeure Events are not of a nature which makes it impossible for the Project Building to be constructed.

14.2. In the event it becomes impossible for the Developer to construct the Project Building due to Force Majeure Events, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she/ it shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

14.3. On occurrence of Force Majeure Events, the affected party will be obliged to :

- 1) Carry on its best Endeavour to overcome the Force Majeure event and perform its obligations, and;
- 2) Inform the other party as soon as practicable about the cessation of the Force Majeure Event and commencement of performance by the affected party.

15. INDEMNITY

15.1. The Allottee or any of its employee, agent, director, partner, shareholder, relative or any person claiming through or under them (collectively the '**Indemnifying Parties**' and individually each an '**Indemnifying Party**') hereby agrees to jointly and severally indemnify, defend and hold harmless the Developer, its directors, officers, representatives, employees and agents and

persons claiming title, rights and interest under it (collectively the '**Indemnified Parties**' and individually each an '**Indemnified Party**') from and against any and all damages, losses, penalties, fines, fees, liabilities, obligations, claims, penalty, costs, charges, Taxes, interest or expenses (including without limitation, reasonable attorney's fees and expenses and cost of enforcing this Clause 15) (collectively '**Losses**') arising out of or suffered, incurred or paid, directly or indirectly by the Indemnified Party or Parties, as a result of:

- 15.1.1 Breach by Indemnifying Parties of any obligation, covenant, representation, warranty or undertaking under this Agreement, the Application Form, or any document, agreement or instrument executed pursuant hereto or which may apply to the Parties;
 - 15.1.2 Breach of any applicable laws by Indemnifying Parties;
 - 15.1.3 Any act of fraud, misconduct, misrepresentation or misfeasance on the part of the Indemnifying Parties;
 - 15.1.4 Third party claim, statutory or legal or judicial action in relation to the Unit due to any actions or inactions of the Allottee; and/or
 - 15.1.5 Wrongful possession of the Unit by the Allottee or any other person deriving title from him/it.
- 15.2. The Developer agrees to keep the Allottee indemnified and harmless against any loss, damages, demand or claim of any nature, whatsoever, which the Allottee may suffer in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developer as provided in this Agreement however, the liability of the Developer will be limited to the amount received by the Developer from the Allottee subject to applicable laws.

16. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection

therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

17. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

18. WAIVER

- 18.1. The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other allottees.
- 18.2. Failure on the part of the Developer 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.
- 18.3. No waiver of any breach of any terms of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other terms hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

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

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

20. GOVERNING LAW

This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.

21. NOTICE

- 21.1. All notices, requests, claims, demands and other communications under this Agreement shall be in writing addressed to the Party concerned.

- 21.2. The Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by Registered AD letter about all subsequent changes, if any, in his address. The address given in the application for allotment of Unit shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid.
- 21.3. In case of joint Allottees, all communication shall be sent by the Developer to the Allottee whose name appears first and at the address given by him shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).
- 21.4. All letters, receipts, and /or notices issued by the Developer or its nominee and dispatched under certificate of posting /Registered AD /speed post /courier service to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectually discharge the Developer.

22. MISCELLANEOUS

- 22.1. This Agreement overrides and supersedes all prior discussions and correspondence between the Parties and contains the entire agreement between them.
- 22.2. This Agreement may be amended or varied only by way of a written agreement between the Parties.
- 22.3. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 22.4. If any provision of this Agreement becomes invalid or unenforceable for any person or circumstance to any extent, the remainder of this Agreement and application of such provision to the persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 22.5. Any invalid or unenforceable provision of this Agreement shall be substituted with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.
- 22.6. Each right, power and remedy provided for herein now or hereafter existing by law, in equity by law or otherwise, shall be cumulative, and the exercise or the forbearance of exercise by either party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later enforceability by such party of all such other rights, powers or remedies.

- 22.7. The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.
- 22.8. The terms and conditions contained herein above shall be interpreted in a manner so as to cover the laws and rules prevalent in India and conform to public policy and/ or fair trade practices.
- 22.9. The Parties hereby agree to execute, acknowledge and deliver to the other Party such instruments and take such other actions in addition to the instruments and actions specifically provided for herein as the Developer may reasonably request 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.
- 22.10. This Agreement may be executed in two counterparts, each of which when executed by both the Parties shall be deemed to be an original.

SCHEDULE I
DETAILS OF ALLOTTEE

[●], son/daughter/wife of [●] resident of [●] having PAN No. [●].

OR

[●], son/daughter/wife of [●] resident of [●] having PAN No. [●] jointly with
[●], son/daughter/wife of [●] resident of [●] having PAN No. [●] jointly with
[●], son/daughter/wife of [●] resident of [●] having PAN No. [●].

OR

[●], a company incorporated under the Companies Act, 1956/Companies Act, 2013 bearing CIN [●] and having its registered office at [●] and acting through [●] who is/are duly authorized to sign/execute this Agreement by a resolution dated [●] passed by its board of directors.

OR

[●], a partnership firm, registered under the Partnership Act, 1932 and having its registered office at [●], represented by its partners [●] son/daughter/wife of [●], resident of [●].

OR

[●], a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008 and having its registered office at [●], represented by its partners [●] son/daughter/wife of [●], resident of [●].

OR

[●], son of [●], resident of [●] having PAN No. [●] karta of [●] HUF.

SCHEDULE II

DEFINITIONS AND INTERPRETATIONS

1. DEFINITIONS

In this Agreement, the following words and expressions, unless inconsistent with the context, shall bear the meanings assigned hereto:

- a) “**Agreement**” shall mean this agreement together with its schedules, annexure and exhibits, as may be amended or modified in writing from time to time;
- b) “**Application Form**” shall mean the application form given by the Allottee in favor of the Developer for provisional allotment of the Unit;
- c) “**Approvals**” shall mean all approvals, consents, no objection certificates, permissions as may be required for the development of the Project Building including without limitation, building plan approval, fire NOC, approvals from airport authority (if required), no objection from pollution control board, and any other permissions as may be required from any government authority in relation to development of the Project Building;
- d) “**Breaching Parties**” shall have the meaning ascribed to it in Clause 13.2.2;
- e) “**Carpet Area**” shall have the meaning as given to the term in the Real Estate (Regulation and Development) Act, 2016 ;
- f) “**Commencement Date**” shall mean the date of execution of this Agreement;
- g) “**Common Areas**” shall have the meaning as given to the term in the Real Estate (Regulation and Development) Act, 2016;
- h) “**Competent Authority**” shall mean GNIDA or any other authority created or established under any law for the time being in force by the appropriate Government which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;
- i) “**Completion**” shall in relation to the Project Building, mean the receipt of completion/occupation certificate in relation to the entire or relevant part of the Project Building from concerned authorities (including approval to lease/transfer the units if any required). The term “**Complete**” shall be construed accordingly;
- j) “**Encumbrance(s)**” includes any encumbrance including, without limitation, any claim, debenture, mortgage, pledge, charge, hypothecation, lien, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), public right, common right, any provisional, conditional or executorial attachment and such other interest held by a third Person;

- k) **“Force Majeure Events”** shall mean and include any event beyond the control of the Parties and other than those caused due to breach of any provision of this Agreement or inaction of either Party, including (i) acts of God, (ii) strike or lockout, (iii) riots, insurrection, terrorist activities, war (undeclared or declared), insurgency activities, embargoes or blockages, (iv) floods, explosions, fire, earthquakes, storm or any other natural calamity (v) industrial disturbance or (vi) inevitable circumstances, accidents (vii) total or material destruction or damage of the Project Building, the Unit or any part thereof;
- l) **“HUF”** shall mean a Hindu undivided family;
- m) **“Indemnified Party(s)”** shall have the meaning ascribed to it in Clause 15;
- n) **“Indemnifying Party”** shall have the meaning ascribed to it in Clause 15;
- o) **“Lease Rights”** shall mean proportionate equal undivided sub-lease rights in the Project Building with a right to sub-lease or license;
- p) **“Losses”** shall have the meaning ascribed to it in Clause 15;
- q) **“Maintenance Charges”** shall mean all costs and expenses incurred by the Developer for the upkeep, maintenance and management of Common Areas including operation and up keep of plant and machinery which shall include without limitation power back up charges (including security deposit thereof), water charges (including security deposit thereof), common area charges, parking charges, maintenance charges, taxes, insurance premium, administrative charges etc. and the cost and fee payable to the nominated maintenance agency;
- r) **“Ownership Rights”** shall mean the title and ownership rights in and to the superstructure of the Unit viz. the inside walls, the floor and the roof including the actual, vacant and peaceful possession of the Unit but not including any title or ownership rights in the Project Building lying underneath the Unit, in the roof or floor of the Project Building. For the removal of doubt, the Ownership Rights only extend to the inside area of the Unit;
- s) **“Payment Plan”** shall have the meaning ascribed to it in Clause 3.4;
- t) **“Permitted Use”** shall mean the use of the Unit as provided in Clause 8;
- u) **“Person(s)/person(s)”** means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, unlimited or limited liability Developer, joint venture, Government authority or trust or any other entity or organization;
- v) **“Tax”** or **“Taxes”** means all present and future income and other taxes, levies, rates, imposts, duties, deductions, cesses, dues, charges and withholdings whatsoever imposed by any governmental authority having power to tax and all penalties, fines, surcharges, interest or other payments on or in respect thereof;

- w) “**Transfer**” shall have the meaning ascribed to it in Clause 10.24.1;
- x) “**Transfer Charges**” charges levied, if any, by the Developer on transfer, assignment or grant of any or all of the Ownership Rights, Lease Rights and/or Use Rights including stamp duty or charges imposed by any government authorities on such transfer, assignment or grant;
- y) “**Total Consideration**” shall mean the total consideration as set out in **Schedule IV**;
- z) “**Unit**” shall mean the unit as shown in **Schedule III** within the Project Building;
- aa) “**Unit Buyer Agreement**” shall have the meaning ascribed to it in Clause 5.1;
- bb) “**Use Rights**” shall mean limited right to use (with a right to sub-license) the Common Areas and common services related to Common Areas, which right shall be revocable at the option of the Developer.

2. INTERPRETATION

The following rules of interpretation shall apply in the Agreement unless the context requires otherwise or is expressly specified otherwise:

- a) The definitions in this Schedule shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- b) All references herein to Clauses, Schedules, Exhibits and Annexure shall be deemed to be references to Clauses of, and Schedules, Exhibits and Annexure to, this Agreement unless the context shall otherwise require.
- c) Unless expressly contradicted or otherwise qualified, (i) all references to a person also refer to that person’s successors and permitted assigns, including permitted transferees, and (ii) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.
- d) The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement.

- e) A reference to a right or obligation of any two or more Persons confers that right, or imposes that obligation, as the case may be and as the context may require jointly and severally. It is hereby expressly clarified that any obligation, covenant, warranty, representation or undertaking in this Agreement that is expressed to be made, undertaken or given by the Allottee shall be deemed *mutatis mutandis* to be jointly and severally made, undertaken and given by all the Allottees as per **Schedule I**, and the Allottees shall be jointly and severally responsible in respect of the same.
- f) “consent” of any Party shall always mean prior written consent.
- g) Reference to ‘it’ shall include reference to he, she, they, them, their, those, his, hers, as the context may require.

SCHEDULE III

FLOOR PLAN

[To be inserted]

SCHEDULE IV

TOTAL CONSIDERATION PAYMENT PLAN

[To be inserted]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day, month and year above first written.

ADIHM DEVELOPERS PRIVATE LIMITED

By: [●]

Name: [●]

Title: [●]

Witness: _____

ALLOTTEE

By: [●]

Name: [●]

Title: [●]

Witness: _____