

**BUILDER BUYERS AGREEMENT**  
**(AGREEMENT FOR SALE)**

This present Builder Buyers Agreement Also known as Agreement for Sale (“**Agreement**”) is being executed and entered on this [•] day of [•], 2025 at [•], Ghaziabad, Uttar Pradesh (“**Effective Date**”).

**BY AND BETWEEN**

1. **M/S RHOMES MIRAABILIS LLP** incorporated as per Limited Liability Partnership Act, 2008, having LLPIN ACJ-9259 and PAN ABKFR0766M, and having its registered office at 81, First Floor, Poorvi Marg, Vasant Vihar , New Delhi-110057, acting through its Designated Partner, Mr [•], duly authorized *vide* resolution passed in meeting of Designated Partners of LLP dated [•] (hereinafter referred to as “**PROMOTER**” (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 them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns ) of the **FIRST PART**;

**AND/OR**

2. Mr./Mrs./Ms. \_\_\_\_\_, son/daughter/wife of [•], resident of [•], having Aadhaar No. [•], having Income Tax PAN No. [•], aged about [•] years, having contact no. [•], having email-id [•] (hereinafter referred to as “**ALLOTTEE**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heirs executors, administrators, successors, and permitted assignees) of the **SECOND PART**.

**OR**

3. \_\_\_\_\_ incorporated as per Companies Act' 2013/1956, having CIN [•] and PAN [•], and having its registered office at [•], acting through Authorised Signatory, Mr/Mrs/Ms. [•], duly authorized *vide* board resolution dated [•] (hereinafter referred to as “**ALLOTTEE**” (which expression shall be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**.

**OR**

4. \_\_\_\_\_ incorporated as per Limited Liability Partnership Act, 2008, having LLPIN [•] and PAN [•], and having its registered office at [•], acting through its Designated Partner, Mr/Mrs/Ms. [•], duly authorized *vide* resolution passed in meeting of Designated Partners of LLP dated [•] (hereinafter referred to as "**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 them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **SECOND PART**

**OR**

5. Mr./Mrs./Ms. \_\_\_\_\_, son/daughter/wife of [•], having Aadhaar No. [•], having Income Tax PAN No. [•], aged about [•] years, having contact no. [•], having email-id [•] for self and as Karta of the Hindu Joint Mitakshara Family Known as \_\_\_\_\_ HUF having place of business/ resident of [•] (hereinafter referred to as "**ALLOTTEE**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heirs executors, administrators, successors, and permitted assignees) of the **SECOND PART**.

- The Promoter and the Allottee shall hereinafter be collectively referred to as "**PARTIES**" and individually as "**PARTY**".

**RECITAL:**

**A. WHEREAS, Ramprastha Builder Private Limited ("Landowner")** is the absolute, lawful, sole and exclusive owner, having uninhibited, vacant and peaceful possession of the contiguous parcel of land admeasuring 24,081 Sqr. Mtrs., geographically located at Khasra No - 221 M (Part), 222 M, 223M (Part), 224 M (Part), 302 M, 303 M, 304 (Part), 307 (Part) at Village Makanpur, Ghaziabad, Uttar Pradesh ("**Project Land**") and the Promoter and the Landowner i.e., Co- Promoter have entered into a registered Collaboration Agreement dated 16.01.2025 bearing document application no. 202500739004329, in Volume No. 21760 on Book pages 101 to 148 at Serial No. 622, duly registered in the office of Deputy-Registrar, Sadar 1, Ghaziabad on 17.01.2025, to develop a group housing real estate project on the said Project Land (*Copy of Collaboration Agreement is available on UP-RERA website*).

**B. WHEREAS**, The Project Land admeasuring 24,081 Sqr. Mtrs. owned by the Landowners is a contiguous piece of Land. The Ghaziabad Development Authority (GDA) has permitted to develop a group housing real estate project on the said Project Land vide letter no. GDA/BP/24-25/0752 having permit no. Group Housing/07735/GDA/BP/24-25/0752/17092024 dated 25<sup>th</sup> October, 2024. Further, vide the said Collaboration Agreement both Promoter and the Landowner have agreed that the Promoter will develop a Group Housing Real Estate Project named and known as “**MIRAABILIS**” (“**GHRE Project**”) on the Project Land in accordance with the plan sanctioned by GDA at its own cost. The Landowner which is the absolute owner holding unhindered title as the Landowner of the Project Land and having legal possession over the subject Project Land which are all free from any and all encumbrance, charges, mortgages, litigation, disputes, liens, claims, *lis-pendens*, lease, of any nature whatsoever and not subject matter of any security against loans taken by the Landowner or any third parties. By virtue of the said Collaboration Agreement, the Landowner has transposed the Promoter in its shoes holding absolute and unfettered rights, title and control over the Project land as that of its own for valid and lawful consideration as recorded in the said Collaboration Agreement itself for the purposes of development of the GHRE Project.

**C. WHEREAS**, the said Project Land was earmarked for the purpose of developing and constructing a group housing development i.e, the GHRE Project mentioned above, having UP-RERA Project Registration No. [•].

**D. WHEREAS**, as per the said Collaboration Agreement, the Promoter is fully competent to enter into this Agreement and all the legal formalities with the respect to the right, title and interest of the Promoter regarding the said Project Land on which the GHRE Project is developed and constructed have been completed.

**E. WHEREAS**, the Promoter is constructing the said GHRE Project as per current approvals from the competent authority(s).

**F. WHEREAS**, the landowner has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the GHRE Project and also for the apartment or building, as the case may be, from Ghaziabad Development Authority. The Promoter has agreed and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the RERA Act' 2016 and Rule & Regulations framed thereunder and other Applicable Laws;

**G. WHEREAS**, the above named Allottee(s) had applied for purchasing an Apartment/Unit in the GHRE Project vide booking application dated [•], Whereby vide allotment letter dated [•] has been allotted Apartment No. [•] having carpet area of [•] square mtrs ([•] sq. ft appx.), super area of [•] square mtrs. ([•] sq. ft appx.), type [•] BHK on [•] floor in Tower [•] and [•] covered/open car parking along with pro rata share in the common areas as defined under clause (n) of Section 2 of the Act and herein below (hereinafter referred to as the “**Apartment/Unit**”) more particularly described in **Schedule A** and the Floor plan of the apartment is annexed hereto and marked as **Schedule B**. The Allottee(s) hereby agrees to and confirms the payment plan annexed hereto and marked as **Schedule C** herein. The allottee agrees to and confirms that the pro rata share in the common areas can vary owing to increase in FAR (if any).

*Note: The GHRE Project adopts and implements a practice wherein the 13<sup>th</sup> floor is designated and marked as the 14<sup>th</sup> floor across all blocks/towers. Following the pattern, subsequent floors are designated and marked accordingly.*

**H. WHEREAS**, the allottee(s) has been allocated Slot No. [•] in the open/covered parking area to be ratified by RWA/AOA.

**I. WHEREAS**, The said Apartment/Unit shall be sold as an independent apartment/unit with undivided interest in the common areas and facilities of the GHRE Project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

**J. WHEREAS**, the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights, covenants, obligations and liabilities detailed herein.

**K. WHEREAS**, the allottee(s) fully understand that the sale consideration amount is for the Carpet Area of the said Apartment/Unit.

**L. WHEREAS**, all open spaces, unsold apartments/units, unsold parking spaces, spaces for recreational facilities, spaces for public amenities, community, clubs, storage etc. or any other spaces, which does not fall under the definition of common areas, will be the under sole ownership of the Promoter, who will have the authority to charge membership fees for such facilities including Club and dispose-off the assets at any point of time at its sole discretion.

**M. WHEREAS**, the dimensions, shown in the brochure, map or any other document have been calculated on un-plastered wall to wall basis.

**N. WHEREAS**, The Allottee(s) also understands that the membership fee and the terms & conditions for use of any amenities within the GHRE Project shall be such as may be prescribed/ decided by the Promoter or its nominated agency from time to time. The Allottee(s) shall strictly follow all the rules and it is clearly specified herein that amenities within the GHRE Project means amenities developed by the Promoter particularly for the GHRE Project. The Allottee(s) understands and acknowledges that club facility is being developed within the GHRE Project premises, which shall be available for the use of residents of all the towers within the GHRE Project, subject to the payment of membership fees and the compliance with the terms & conditions as may be prescribed/ decided by the Promoter/its nominated agency from time to time.

**O. WHEREAS**, The Allottee(s) also understands that by buying the Apartment/Unit with the Promoter in the GHRE Project, the Allottee(s) shall not get any right on the amenities and facilities outside the GHRE Project located within the Ramprastha Greens Complex.

**P.** The Promoter shall make provision for electronic vehicle chargers within the GHRE Project in accordance with the prevailing Green Building norms. However, the acquisition and installation, of EV chargers, the operation and maintenance of the charging stations and points shall be the sole responsibility of the RWA/AOA and the residents of the Project.

**Q. WHEREAS**, The Promoter can transfer, sell, lease, sub lease, license the un-sold vacant apartment(s) or the complete block of the apartments, as a whole or in part to one or more persons/Company(ies)/institution(s), whosoever. The Allottee(s) acknowledge that the ownership of such land, areas, facilities and amenities, any additional construction on the said Project land and/or additional buildings in and around the said Project land, which the Promoter may construct in order to utilize the additional FAR, if any, to the said GHRE Project shall rest solely with the Promoter and/or its affiliates, and the Promoter alone shall have the sole right and absolute authority to deal with the same including their usage and manner/method of use, disposal etc., creation of rights in favour of any other person by way of sale, transfer, or lease.

**R. WHEREAS**, The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the GHRE Project;

**S. WHEREAS**, 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;

**T. WHEREAS**, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment/Unit and the covered/open parking (if applicable) as specified in **Recital G** above.

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances and promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

## **1. DEFINITIONS AND INTERPRETATIONS:**

**1.1. Definitions:** Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Agreement, the definition listed below shall apply throughout this Agreement.

(i) **“Act”:** shall mean the Real Estate (Regulation and Development) Act, 2016 and Rules & Regulations framed thereunder and/or any other statutory enactment or modifications thereof;

(ii) **“Agreement”:** shall mean this Builder Buyers Agreement also known as Agreement for Sale including all Schedules and Annexures attached hereto or incorporated herein by reference;

(iii) **“Allottee(s)”:** shall mean the applicant(s) who have entered into this Builder Buyers Agreement also known as Agreement for Sale with the Promoter for purchasing the said Apartment allotted to him/her/them and who has signed and executed this Agreement. In case of more than one applicant, the other will be considered as Co-Allottee(s) and the Allottee and the Co-Allottee(s) will have equal share in the said Apartment unless otherwise agreed to by the Promoter, in writing.

**(iv) “Apartment/ Flat / Unit”:** means the dwelling apartment/unit in the GHRE project, which is identified by a number and that number is also identifying the floor and block/tower of that apartment. “Said Apartment” shall mean the specific apartment applied for by the applicant in the said GHRE project, details of which have been set out in Booking Application Form, Allotment letter and this Agreement.

**(v) “Applicable Laws”:** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority (including those issued by Ghaziabad Development Authority (“GDA”)) or person acting under the authority of any Governmental Authority and/ or of any other statutory authority in India or any other authority, including but not limited to authority established under Real Estate. (Regulation and Development) Act, 2016 read with the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (Collectively referred to as “UP RERA”), whether in existence on the Effective Date or thereafter;

**(vi) “Approvals”:** shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approvals as may be required for the GHRE Project including but not limited to fire scheme approval, clearances from Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, approval from electrical/ sewerage/ water connection authority for construction and occupation (if applicable), approval for change of land use, approval (if applicable) of the Ministry of Environment and Forests, Ministry of Civil Aviation, National Monument Authority, Ghaziabad Development Authority (GDA), Archaeological Survey of India (ASI), no objection/ approvals from CISF (if applicable), no objection/approvals from Airport Authority of India (AAI) (if applicable), registration under the RERA or any

	other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the construction and development of the GHRE Project and shall include all approvals relating to or pursuant to sanction of layout plans, sanction of building plans, commencement certificates, occupation certificate, completion certificate (by whatever name called);
<b>(vii) “Built-up Area/Covered Area”:</b>	Shall mean the carpet area plus thickness of outer & internal walls and the balcony or verandah area. It is the Carpet area plus area occupied by walls, doors of an apartment plus balcony or verandah area plus wardrobe area plus service shaft area;
<b>(vii) “Business Day”:</b>	shall mean a day that is not a Saturday or Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for normal banking business in Ghaziabad, India;
<b>(ix) “Carpet Area”:</b>	shall mean and refer to the net usable floor area of an apartment/unit in the GHRE Project, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;
<b>(x) “Common Areas, Facilities and Amenities”:</b>	shall mean and include the entire Project Land for the GHRE Project; the stair cases, lifts and lift lobbies, fire escapes, and common entrances and exits of towers/buildings; the common basements, parks, playground areas, open parking areas and the premises for the lodging of persons employed for the

management of the GHRE Project including accommodation for watch and ward staffs or for the lodging of community service personnel; installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy; the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; all community facilities as provided in the GHRE Project; all other portion of the GHRE project necessary or convenient for its maintenance, safety, etc., and in common use excluding terrace.

*Explanation:- Community shall include only those facilities which are integral part of the GHRE Project and have been provided as common areas in the GHRE project. Whereas the CLUB and other Commercial/leasable areas shall remain explicitly extraneous, unrelated and excluded;*

**(xi) “Earnest Money”** Shall mean 10% of the total cost of the Apartment/Unit.

**(xii) “Effective Date”:** shall mean the date of execution of this Agreement;

**(xiii) “Encumbrances”:** shall mean any disputes, litigation, threatened litigation or dispute, disruption in easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Governmental Authority or of any other person or entity), acquisition, requisition, or any kind of attachment, restriction of use, lien, court injunction, boundary demarcation issues, will, trust, exchange, lease, claims, partition, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, title defect, title retention agreement, voting trust agreement, interest, option, charge, restriction or limitation of any nature, default or / claim by any Governmental Authority or Applicable Laws or any rule, regulation or guidelines, whatsoever, including receipt of income or exercise of any other attribute of ownership, right of

set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

**(xiv) “External Maintenance Charges”:**

shall mean the monthly charges payable by each allottee(s) of the apartments/units within the GHRE Project to the Developer and/or its nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside Ramprastha Green Complex but outside the GHRE Project;

**(xv) “Force Majeure”:**

shall mean and include acts mentioned hereunder:

- (a)** Act of God e.g. Fire, Drought, Flood, Typhoon, Tornado, Landslide, Avalanche, Tempest, Cyclone, Storm, Earthquake, Epidemics, Pandemics or exceptionally adverse weather conditions and other natural disasters;
- (b)** Explosions, Accidents, Air Crashes, Nuclear Radiations, Sabotages;
- (c)** Labour Unrest;
- (d)** Deficiency in supply or unavailability of material for development/construction, which is not attributable to the Developer but market at large;
- (e)** **GRAP measures**, Constitutional Emergency, War, Civil Unrest/Commotion, Riots, Act of Terrorism;
- (f)** Any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Project Land which renders or endangers the health and safety of either parties and its personnel or the general public;

**(xv) “Governmental Authority”:**

shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or Ghaziabad Development Authority (GDA), UPRERA or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality,

		district or other subdivision thereof, including any municipal/local authority having jurisdiction over any matter pertaining to the construction and development of the Project Land and/or GHRE Project;
(xv	<b>“GDA”:</b>	shall mean and refer to the Ghaziabad Development Authority;
(xv	<b>“GHRE Project”</b>	shall mean the Group Housing Real Estate Project named and known as “ <b>MIRAABILIS</b> ” having UP-RERA Project Registration No. [•]
(xi	<b>“Litigation”:</b>	shall include any / all suits, disputes, civil and criminal actions, arbitration proceedings, notices relating to land title, and all legal proceedings, which materially affects the development of the Project Land and/or GHRE Project;
(xx	<b>“Maintenance Charges”</b>	shall means the monthly charges payable by the each allottee/occupant of the apartments/units within the GHRE Project to the Promoter and/or its nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the GHRE Project.
(xx	<b>“Pass Through Charges”:</b>	shall refer to all statutory charges, fees and expenses and other charges or deposits, including lease rent, society / association formation charges, legal expenses, payments / contributions received from the allottees towards electricity, water, sewerage, maintenance security deposit, advance maintenance charges, association deposit, Goods & Services Tax, VAT, any future taxes levied by any Governmental Authority, stamp duty, registration charges, and all such other similar statutory charges, fees and costs and deposit which would be collected / recovered from the customers/purchasers/allottee in relation to the Super Area/Carpet Area in the GHRE Project as a contribution from the customers and for onward transfer / deposit to the concerned Governmental Authority or association (if any) of the apartment

	owners or with the maintenance agency of the GHRE Project, as the case may be;
(xx “Project Land”:	Shall mean contiguous parcel of land described in <b>Recital (A)</b> above;
(xx “Super Area ( <i>Built up area + common area &amp; facilities</i> )”:	Shall mean the Carpet area plus area occupied by walls, doors of an apartment plus balcony area plus wardrobe area plus service shaft area plus areas & facilities to be used by all the apartment owners such as entrance, lobbies, corridors, stair cases, lifts, lift lobbies, machine rooms, all service shafts, fire escapes, and all underground and overhead tanks, electric sub stations, control panel room, installation area of the transformer and DG set, guard towers, entrance and exit of the GHRE Project, water supply, piped gas supply, treatment plants, pump house, sewerage systems and STP, EPABX system, common toilets, rainwater harvesting systems etc;

## 1.2. INTERPRETATION: In this Agreement, unless the contrary intention appears:

- i. Any reference to any statute or statutory provision shall include:
  - (a) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
  - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- ii. Any reference to the singular shall include the plural and vice-versa;
- iii. Any references to the masculine, the feminine and the neuter shall include the other genders;

- iv. Any references to a “company” shall include a reference to a body corporate;
- v. Any reference herein to any Clause or Schedule or Annexure is to such Clause or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement;
- vi. References to this Agreement or any other agreement shall be construed as references to this Agreement or that other agreement as amended, varied, novated, supplemented or replaced from time to time;
- vii. The expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- viii. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause or any part thereof;
- ix. Any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- x. Headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- xi. “in writing” includes any communication made by letter, or e-mail;
- xii. The words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- xiii. References to a person (or to a word importing a person) shall be construed so as to include:
  - (a) individual, firm, partnership, trust, joint venture, company, llp, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);

(b) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

**xiv.** Where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;

**xv.** All the Recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

**xvi.** Contents of the Annexures referred in the various clauses of this Agreement shall bear the same clause numbering of the clause in which relevant Annexure is referred.

## **2. TERMS AND CONDITIONS:**

**2.1.** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in **Recital G**.

**2.2.** Both the parties confirm that they have read and understood the provisions of Section 14 of the Act, subject to Recitals mentioned above.

**2.3.** The Total Price for the Apartment including GST is Rs. [•]/- (Rupees [•] Only), wherein the details of the Apartment are:

■ Apartment/Unit No.: [•] ■ Floor: [•] ■ Block/Tower: [•] ■ No. of Car Parking: [•] (covered/open) ■ Carpet Area: [•] Sq mtrs ([•] Sq ft appx.) ■ Rate as per Carpet Area: [•] per Sq mtrs ([•] Sq ft appx.) ■ Super Area: [•] Sq mtrs ([•] Sq ft appx.) ■ Rate as per Super Area: [•] per Sq mtrs ([•] Sq ft appx.) ■ Payment Plan: <b>Schedule - C</b> ■ One Year Advance Maintenance Charges		BREAKUP AND DESCRIPTION AS MENTIONED IN <b>SCHEDULE - C</b>

<ul style="list-style-type: none"> <li>▪ Applicable GST Amount</li> <li>▪ TOTAL PRICE (IN INR): <i>(Calculated on Carpet Area)</i></li> </ul>	Rs. [•]/- (Rupees [•] Only)
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- 2.4. The Total Price in Clause 2.3 above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment/Unit.
- 2.5. The Total Price above includes Taxes, levy, cess or any other such charges levied by the Government / any Authority (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the GHRE Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the GHRE Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate or occupation certificate (by whatever name called), Provided that in case there is any change / modification / addition/ alteration in the taxes or any new cess, tax levy is imposed, the amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the GHRE Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said GHRE Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 2.6. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Clause 2.4 above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee 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.
- 2.7. The Total Price of Apartment includes recovery of price of Project Land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles/tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as specified in Clause 12 and includes cost for providing all other facilities, amenities and specifications to be provided within the apartment and the GHRE Project.

**2.8.** The Allottee further understand and agree to pay increased prices, if any, due to increase in Carpet Area, increase on account of additional fire safety measures undertaken, increase on account of any additional specifications / features of the apartment or of the GHRE project as per directions of any government authority (including but not limited to firefighting, sewage treatment, garbage disposal, rain water harvesting, solar energy etc.), increase in all types of security, deposits, charges and increase thereof for bulk supply of electrical energy and all other increases in cost/charges and/or any other increases in charges, which may be levied or imposed by the Government Authorities from time to time.

**2.9.** The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost/charges imposed by the competent authorities, the Promoter 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, Provided that if there is any new imposition or increase of any development fee after the expiry of the scheduled date of completion of the GHRE Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said GHRE Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

**2.10.** The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("Payment Plan").

**2.11.** The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by the discounting such early payments at MCLR +1% of SBI per annum 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 by the Promoter.

**2.12.** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D and Schedule E** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is affected) in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor

additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

**2.13.** The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within 45 days with annual interest at the rate prescribed i.e. MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3 % of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in clause 2.3 of this Agreement subject to the fact that the same shall be restricted to amounts linked with the area of the Apartment/flat and not those which are fixed per unit such as club development, electrical connection etc.

**2.14.** Subject to Clause 10.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) 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. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act. The allottee agree to and confirm that the pro rata share in the common areas can vary owing to increase in FAR;
- (iii) That the computation of the price of the Apartment includes recovery of price of Project Land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles/ tiles, doors, windows, fire detection and firefighting equipment in the Common Area maintenance charges as specified in Clause 12 and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the GHRE Project;

(iv) The allottee have the right to visit and inspect the said Apartment and GHRE Project site and assess the extent of development of the GHRE Project and his/her/it Apartment/Unit the course of construction but while using/exercising this right, the Promoter shall not be held liable for any loss / cost / damages or any other expenses caused due to acts done on such visit on account of accident that may occur at the time of inspection during construction or after construction by Allottee or any person accompanying them.

**2.15.** It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered/open parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the GHRE Project is an independent, self-contained Project covering the said Project Land and is not a part of any other project 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's facilities and amenities other than declared as independent areas in deed of declaration shall be available for use and enjoyment of the Allottees of the GHRE Project. The said clause is subject to the fact that alterations may occur on account of additional FAR being allotted to the Promoter. It is clarified that subject to payment of membership fee, GHRE Project's Club facilities and amenities shall be available for allottees use and enjoyment of the GHRE Project in conformity with the relevant density norms and according to the concerned act, rules, regulations and bye-laws in respect thereof.

**2.16.** The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 GHRE Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the 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 therefore by such authority or person.

**2.17.** The Allottee has paid a sum of Rs. [•]/- (Rupees [•] Only) after deducting necessary TDS (as per Government Norms) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby

acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as per **Schedule C** together with any enhancement as detailed in Clause 2.3 above as may be demanded by the Promoter within the time and in the manner specified therein, Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at t MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules.

**2.18. Head of Expenses not Included in Total Price as mentioned in Clause 2.3 and 2.4:-**

It is hereby clarified and understood by the Allottee that Total Price of the Apartment as stated in clause no. 2.3 and 2.4 above does not includes the following:-

- a. Charges payable by the Allottee at the time of giving offer for possession of Apartment by the Promoter.
  - i. Interest Bearing Maintenance Security deposit (IBMS) of total Rs. ..... to the Promoter Or Maintenance agency as the case may be. This IBMS shall be on one time basis and non-refundable but transferrable.
  - ii. One Time Club Membership fee Rs. \_\_\_\_\_ to be paid by the allottee, this membership fee on one time basis and non-refundable but transferrable.
  - iii. 12 (Twelve) months advance club and recreational facility usages charges.
  - iv. Water Sewer line or other charges as required to be paid/payable by the Promoter to the Government authorities on proportionate/ pro rata basis.
  - v. PVVNL Electricity Connection and other charges as required to be paid/ payable by the Promoter to the Government authorities, on proportionate/pro basis.
  - vi. IGL (Indraprastha Gas Ltd.) or other competent agency charges as required to be paid/payable by Promoter to enable supply of Piped natural Gas ("PNG") in the project on proportionate/ pro rata basis.
  - vii. DTH(Direct to Home) and FTTH (Fibre to Home) cost payable by promoter to the provider company in the project has to be paid on the pro rate basis.
  - viii. EV Chargers, in case the allottee opt for EV charger, any cost for installation, maintenance thereof will be born by the allottee on the prorate basis.
- b. The Allottees hereby agree that in case of any amendment under the Electricity or other applicable local laws, it becomes necessary to install separate electricity meter for individual Apartment, Allottee agrees to pay entire cost of the electricity meter and its installation charges, entire cabling, security deposit etc. on actual basis to the Electricity Department / concerned authority or to the Promoter (as the case may be)

- c. All legal charges, i.e., stamp duty, legal expenses etc., for execution and registration of Agreement for sale to be executed and further conveyance deed to be executed, shall be borne and payable by the Allottee. The Allottee shall get these documents registered within stipulated time as conveyed by the Promoter.
- d. If the Government or any other authority under law demands/levies any additional fees, taxes, charges, by whatever name called regarding to Project / Apartment including development charges for roads, power, infrastructure facilities in the area.
- e. Applicable cost of availing any Optional Facilities such as Internet facilities etc. by Allottee as specified in the booking application form.

### **3. MODE OF PAYMENT:**

- 3.1.** Subject to the terms of this Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan as per **Schedule C** through Bank A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Rhomes Miraabilis LLP payable at Ghaziabad.

### **4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 4.1.** The Allottee, 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 the 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 Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the 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/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 4.2.** The Promoter accepts no responsibility in regard to matters specified in Clause 4.1 above. The Allottee shall keep the Promoter 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 Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### **5. ADJUSTMENTS/APPROPRIATION OF PAYMENTS:**

**5.1.** The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her/their name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner.

#### **6. TIME IS THE ESSENCE OF CONTRACT:**

**6.1.** The Promoter shall abide by the time schedule for completing the GHRE Project as disclosed at the time of registration of the GHRE Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be subject to Force Majeure and timely payment by majority of Allottees. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C** i.e., Payment Plan.

#### **7. CONSTRUCTION OF THE GHRE PROJECT/ APARTMENT:**

**7.1.** The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the GHRE Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to any enhancement in FAR as detailed above. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Ghaziabad 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 Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### **8. POSSESSION OF THE APARTMENT:**

**8.1. Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the GHRE Project in place on 60 months + 6 months grace period or such extended periods as per rules, unless there is delay on account force majeure conditions affecting the regular development of the GHRE Project. If, however, the completion of the GHRE Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the GHRE Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date when it becomes impossible for implementation of the contract due to force majeure conditions. The Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**8.2. Procedure for taking possession of the said Apartment** - The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority, shall in writing offer the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within **2 months** from the date of issue of completion certificate/occupancy certificate (as applicable), Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be executed by the Promoter within **3 months** from the date of issue of completion certificate/occupancy certificate (as applicable)]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter or its nominated agency or /RWA/AoA, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the GHRE Project. The Promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the apartment, as the case may be, to the Allottee at the time of conveyance of the same.

**8.3. In case of Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per Clause 8.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 8.2, such Allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 5/- per month per sq.ft of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Clause 8.2.

**8.4. Possession by the Allottee** - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the RWA/AoA or the competent authority, as the case may be, as per the Applicable Law. Provided that, in the absence of any Applicable Law the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within 30 days after obtaining the completion certificate/occupancy certificate (as applicable).

**8.5. Cancellation by Allottee** — The Allottee shall have the right to cancel/withdraw his/her/their allotment in the GHRE Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the GHRE Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. Further taxes such as GST collected from the allottees by the promoter on such bookings shall be refunded in case of cancellation to the allottee only if the respective revenue acts allow for its refund. The promoter shall return 50 % (fifty percent) of the balance amount of money paid by the allottee within forty-five (45) days of such cancellation / withdrawal and the remaining 50 % (fifty percent) of the balance amount on re-allotment of the apartment or at the end of 1 year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said apartment and also display this information on the official website of UP RERA on the date of re-allotment.

**8.6. Compensation** — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under

any law for the time being in force. Except on occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 8.1; 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 Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the GHRE Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the GHRE Project, the Promoter shall pay the Allottee interest at the rate MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules for every month of such delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 days of it becoming due.

## **9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- 9.1.** The Promoter has absolute, clear and marketable title with respect to the said Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the GHRE Project.
- 9.2.** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the GHRE Project.
- 9.3.** There are no encumbrances upon the said Project Land or the GHRE Project or the Apartment.
- 9.4.** There are no litigations pending before any Court of law or Authority with respect to the said Project Land, GHRE Project or the Apartment.
- 9.5.** All approvals, licenses and permits issued by the competent authorities with respect to the Project Land, GHRE Project and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the GHRE Project, said Project Land, Building and Apartment and Common Areas.

- 9.6.** The Promoter has the absolute 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.
- 9.7.** The Promoter has not entered into any Agreement for Sale/lease and/or development agreement or any other agreement / arrangement with any person or third party with respect to the said Project Land including the GHRE Project and the said Apartment which shall, in any manner, affect the rights of Allottee under this Agreement.
- 9.8.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- 9.9.** At the time of execution of the Sale Deed/Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the RWA/AoA or the competent authority, as the case may be.
- 9.10.** The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- 9.11.** The 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 GHRE Project to the competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of apartment or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the RWA/AoA or the competent authority, as the case may be.
- 9.12.** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Project Land and/or the GHRE Project.

## **10. EVENT OF DEFAULT:**

- 10.1. Subject to Force Majeure conditions, the Promoter shall be considered under a condition of Default, in the following events:**

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 8.1 or fails to complete the GHRE Project within the stipulated time disclosed at the time of registration of the GHRE Project with the Authority. For the purpose of this Clause, 'ready to move in possession shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the 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.

**10.2. In case of Default by Promoter under the conditions listed in Clause 10.1 a non-defaulting Allottee is entitled to the following:**

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, 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 45 days of receiving the termination notice. Provided that where an Allottee does not intend to withdraw from the GHRE Project or terminate this Agreement, he shall be paid, by the Promoter, interest at the rate MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules, for every month of such delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 days of it becoming due.

**10.3. The Allottee shall be considered under a condition of Default, on the occurrence of the following events:**

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto as **Schedule C**, despite

[Page 26 of 42](#)

PROMOTER  
(Rhymes Miraabilis LLP)

CO-PROMOTER  
(Ramprastha Builders Pvt Ltd)

ALLOTTEE(S)

having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit; Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination.

## **11. CONVEYANCE OF THE SAID APARTMENT:**

**11.1.** The Promoter, on receipt of Total Price of the Apartment as per Clause 2.4 under this Agreement from the Allottee in respect of the said Apartment, shall execute a sale deed/conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate/occupancy certificate as the case may be, to the Allottee. Provided that, in the absence of Applicable Law, the sale deed/conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the sale deed/conveyance deed in his/her/their favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

## **12. MAINTENANCE OF THE SAID APARTMENT/BUILDING/GHRE PROJECT:**

**12.1.** The up keeping and maintenance of the GHRE Project will be carried out by the Promoter and/or its nominated agency. The Allottee of respective apartment/unit within the GHRE Project shall be liable to pay maintenance charges where at present the amount of maintenance is Rs. \_\_\_\_/sq. ft. (Rupees \_\_\_\_\_ per Sq. f.t only) per month per apartment/unit (GST Additional). These charges are tentative which is based on current costing and these shall be revised at the time of offer for possession and these charges shall be calculated on the Said Apartment/Unit only.

**12.2.** The allottee agrees to pay the Interest Bearing Maintenance Security (IBMS) deposit of total Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) to the Promoter at the time of offer of Possession and the Promoter will adjust interest at MCLR + 1% of SBI to the Allottee(s) in their monthly maintenance charges as stipulated in Clause 12.1. The said amount of IBMS shall be on one time basis which shall be non-refundable but transferrable.

**12.3.** The up keeping and maintenance of the Ramprastha Greens Complex will be carried out by the Promoter and/or its nominated agency. If Applicable, The Allottee of respective apartment/unit within the GHRE Project shall be liable to pay external maintenance charges as fixed at the time of Offer of Possession.

**12.4.** The Allottee(s) does hereby undertakes to pay monthly maintenance Charges for the upkeep of Club facilities and amenities, the extent whereof shall be decided and communicated by the Promoter or its nominated agency at the time of offer of possession. The Maintenance Charges will be payable from the date of offer of possession.

**12.5.** The Promoter shall be responsible to provide and maintain essential services in the GHRE Project till the taking over of the maintenance of the GHRE Project by the RWA/AoA upon the issuance of the completion certificate of the GHRE project. The cost of such maintenance for 1year from the date of completion certificate being issued shall be decided at the time of offer of possession and shall be payable additionally together with applicable taxes. However, if the RWA/AoA is not formed within 1 year of completion certificate the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed at the time of offer of possession +10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to RWA/AoA once it is formed.

*Note:- In future, if there is any increase in maintenance charges by the Promoter or its nominated agency, then component of maintenance charges of appurtenant facilities shall be revised accordingly in addition to revision of maintenance as per agreed terms.*

### **13. DEFECT LIABILITY:**

**13.1.** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 years by the Allottee from the date of handing over possession or the date of obligation of the promoter to give possession to the allottee, whichever is earlier it shall be the duty of

the Promoter to rectify such defects without further charge, within 30 days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. However the Promoter shall not be liable in case the allottee does structural changes or does not maintain the Apartment/Premises/Building in good condition. To oversee the maintenance and general condition of the building the RWA/AoA shall provide designated room in the common area for stationing the employees of the Promoter wherein all the plans including civil, structural, electrical, plumbing etc shall be kept.

#### **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

**14.1.** The Promoter/maintenance agency /RWA/AoA shall have rights of unrestricted access of all Common Areas, covered parking and open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the RWA/AoA and/or maintenance agency to enter into the said Apartment 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.

#### **15. USAGE:**

**15.1. Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the GHRE Project i.e. "**Miraabilis**", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the RWA/AoA formed by the Allottees for rendering maintenance services.

#### **16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

**16.1.** Subject to Clause 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

**16.2.** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the RWA/AoA and/or maintenance agency as appointed by them. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**16.3.** The Allottee agrees and understand that the Promote will provide a single point electric connection for the said Building/said Complex from the Electricity Board / Service Provider and the electricity will be provided through separate meters to them through pre-paid systems. They will get the Electrical Connection for the capacity, as per regulations, against payment of Electric Meter Installation charges.

**16.4.** Allottee shall, after taking possession be solely responsible to maintain the said Apartment at their cost, in a good and tenantable condition and shall not do or suffer to be done anything in or to the said Building / said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound, which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belongings thereof, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Building is not in any way damaged or jeopardized. They further undertake, assure and guarantee that they would not put any sign-board / name plate, neon- light, publicity material or advertisement material etc. on the face / façade/ corridors/ passages and common areas of the Said Building or anywhere on the exterior of the Said Building. they shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further they shall not store any hazardous or combustible goods in the Said Apartment, place any heavy material in the common passages/staircases of the Said Building or use Balcony walls for drying clothes etc. Further they shall not store any material viz. racks, pots, household materials, furniture etc. in the passages, corridors, staircase or any other common areas of the Said Building /Said Complex. They shall also not remove/temper any wall, including the outer and load bearing wall of the Said Apartment. They shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Promoter or the Maintenance Agency to enter the Said Apartment, if necessary and remove all non-conforming fittings and fixtures at their cost and expenses. They shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**16.5.** The allottee understand that they shall avail Power Back-up facility, as opted by them at the time of booking, after making payment of Power Back-up Installation Charges. They have given their consent in writing that no request for power back-up facility shall be raised later on. The per unit charges of the power back-up (i.e. running cost of DG set) shall be subject to the prevailing rates of fuel at the time of offer of possession. **Note:** Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon. The electric / power back up load (s) will remain final, as was opted at the time of booking subject to the guidelines issued by the concerned authority.

**16.6.** The electricity infrastructure shall be provided for the capacity as opted in the application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement (If Required),

**Note:** At the time of obtaining Completion Certificate/ Occupancy Certificate, Promoter will apply for electrical connection, at that time there may be the following two scenarios:

- i. **Single Point Connection:** In this case Promoter shall provide the infrastructure and meter to the Allottee(s). The proportionate security deposit with the concerned electricity/power authority will be deducted from the IBMS at the time of handing over the maintenance and common area of the project to the RWA/AoA.
- ii. **Multi point Connection:** In this case, Promoter shall provide the infrastructure for electricity in the Said Apartment/Unit and the Allottee(s) will apply directly for electricity connection to the concerned electricity/power authority/ UPPCL/PVVNL. The cost of the meter, installation, and security deposit shall be borne by the Allottee(s) itself.

*Note: The electrical installation/ transformers/ E.S.S. equipment and cabling shall be designed with 60 % diversity factor. For example for 10000 KVA load only 6000 KVA capacity shall be installed.*

**16.6.1.** That the power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the allottee(s) and its rate shall be decided at the time of offer for possession depending upon the prevailing prices of fuel. The DG equipment and cabling shall be designed with 60% diversity factor. For example, for 100 KVA load only 60 KVA capacity shall be installed. The D.G. back-up facility shall be subject to the policies of the Government and any modifications or alterations to the same in compliance with the changes in these policies shall incur additional charges for the allottees.

**16.6.2.** The allottee understand that the Promoter reserves the right to raise/revise the rates for electric meter / power back up installation charges from time to time. The escalated rates, however, will not affect the load already booked. Any request for additional electric load/power back up shall be entertained provided it would be feasible for the Promoter and will be accepted on the payment of charges for the additional load at the prevailing rate only. Further that the rates for Electricity and Power Back-up consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by them will be decided by the Promoter at the time of offer of Possession.

**16.7.** Subject to Clause 13, the contents of said Apartment along with connected structural part of the building shall be insured against the fire, earthquake etc. by the allottee at their own cost and the Promoter after handing over the possession of apartment shall in no way be responsible for safety, stability etc. of the structure. The allottee will pay all charges towards insurance either by them individually or through RWA/AoA collectively, if so formed for maintenance of the Said Building/Said GHRE Project.

**16.8.** That the Promoter shall have all the rights over the roof top/terrace. The Promoter shall have the right to give on lease or hire any part of the roof top/terraces above the top floor, for any purpose, including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee shall not have a right to object or cause any hindrance to the same or make any claims on this account. The roof top/terrace shall always vest with the GHRE Project and the Promoter shall be the sole owner thereof

**16.9.** The Allottee agree and undertake not to tamper with/disconcert, in any manner, the fire-fighting equipment, fixtures and other necessary provisions made there for up to Apartment level and in corridors & other common areas. They further agree that the Promoter or the nominated Maintenance Agency shall in no case be held responsible or liable for any fire, electrical, pollution, structural or any kind of hazard originating from the said Apartment or other Apartments/Common Areas of the said Building / said Complex. Allottee shall keep the Promoter and the Maintenance Agency indemnified and harmless against any loss or damage that may cause to the Promoter and/or the Maintenance Agency/other Apartment Owners or their family members or any other person or their properties in the said Building / said Complex.

**16.10.** The Allottee may obtain finance from any financial institution/bank or any other source but their obligation to purchase the Said Apartment pursuant to this Agreement is not to be contingent on their ability or competency to obtain such financing and they will remain bound whether or not they have been able to obtain financing for the purchase of the Said Apartment. The Allottee and co-allottee (if any) shall have an equal share in the Said Apartment/Unit. In the event of the death of either the Allottee(s) or the co-allottee, the allotment will proceed only upon submission of a certificate regarding the legal heirs of the deceased from the appropriate authority, along with a No Objection Certificate from the Bank/NBFC/Housing Finance Company/any other Financial Institution, if a loan has been availed. Similarly in a case where any dispute arises between the Allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the Bank/NBFC/Housing Finance Company/any other Financial Institution concerned. Interest shall be charged on delayed payments, and any disputes mentioned above shall not warrant an interest waiver of any kind. In above mentioned circumstances the Promoter shall hold the booking/allotment for two (2) months only and there after the Promoter can cancel the Said booking/allotment and the Allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount which shall be refunded after deduction as procedure described in this Agreement. For the refund the consent of all Allottee(s) with respect to the share shall be necessary.

*Note: It shall be always clear that if the Allottee(s) has availed loan for the Said Apartment/Unit the dues of the Bank/NBFC/Housing Finance Company/any other Financial Institution shall be refunded directly in all the cancellation / refund cases. That the taxes which have been accrued towards the instalments to be paid against the cost of Said Apartment/Unit and payable to the government shall not be refunded on cancellation of booking/allotment.*

**16.11.** In the event of any delay by the Government authorities in providing amenities such as road, electricity, sewer, and water supply, such delay shall not be attributed to the Promoter.

**16.12.** Further any delay on account of the Authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of the Promoter.

**16.13.** That in case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the Allottee(s) or Bank/NBFC/Housing Finance Company/any other Financial Institution, the Promoter has the sole right to reissue

or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 25000/- (Rupees Twenty-Five Thousand only) excluding applicable Taxes, as administrative charge and shall be payable by the Allottee(s).

- 16.14.** All the common area facilities such as community building and swimming pool etc. will be completed only after completion of all the towers as specified herein. As such the Allottee(s) must take the possession of Said Apartment/Unit as soon as it is made available for possession on the basis of completion certificate/occupancy certificate/ deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate.
- 16.15.** The financial arrangement for the acquisition of the Said Apartment/Unit is the sole responsibility of the Allottee(s). If there is a delay in disbursement by the Bank/NBFC/Housing Finance Company/any other Financial Institution, the Allottee(s) shall be responsible for bearing all the due interest on the delayed payment.
- 16.16.** In the event of cancellation of the Said Apartment/Unit by the Promoter, as a result of any default on the part of the Allottee(s) and/or if the Allottee(s) voluntarily cancels the unit, the Promoter, in addition to the deductions permissible under the application form/this Agreement, shall have the right to adjust/deduct the value of the benefits extended to the Allottee(s) under any scheme (in the form of free gifts/assured rental etc.) during the continuance of the booking, before releasing the refund amount (if any), that the Allottee(s) may be entitled to receive.
- 16.17.** After the Promoter has made the offer for possession to the Allottee(s), no request for any kind of change, modification or alteration in the name(s) of the Allottee(s) shall be entertained by the Promoter, except for the changes, modification or alteration, which may be required in compliance with the Applicable Law(s).
- 16.18.** The Allottee(s) undertakes and confirms that no action, suit, proceedings or investigation is pending or, in the knowledge of the Allottee(s), is threatened against the Allottee(s) before any court of law or government authority or any other competent authority which might have a material effect on the financial and other affairs of the Allottee(s) and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/purchase money had been paid to the Promoter. The Promoter reserves the right to cancel this allotment/ Agreement to Sell in case of failure of the Allottee(s) to disclose the pendency of any criminal investigation against the Allottee(s) before any court of law or government authority or any other competent

authority in which the Allottee(s) was already facing charge sheet and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/purchase money had been paid to the Promoter.

**16.19.** That it shall be necessary for the Allottee to obtain a No Dues Certificate/NOC from the Promoter in case of subsequent sale/transfer along with due incorporation of the particulars of the subsequent transferee(s) with the Promoter, and the said NOC will be issued by the Promoter upon payment of applicable administrative charges and transfer charges + taxes as applicable at that time, further in case any transfer charges are payable to GDA/Original Vendor that will be paid directly by Allottee. That the Allottee(s) understands and agrees that the Promoter shall not entertain or execute any endorsement/ nomination/ assignment of the rights of the Allottee(s) before the execution of final sale deed/conveyance deed. The endorsement/nomination/assignment shall be allowed at the sole discretion of the Promoter, upon payment of applicable charges.

**16.20.** The allottee agree and confirm that any rights on the said Apartment are not assignable to any third party. However, the Promoter may at its sole discretion, subject to applicable laws and notifications or any Government Authority(ies)/its agency/body directions as may be in force, upon receiving a written request from them, permit them to get their name/s substituted, added, deleted in their place subject to such terms and conditions as the Promoter may impose. They shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment.

**16.21.** The allottee agree that the persons to whom said Apartment is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Promoter such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Promoter may reasonably request in order to effectuate the provisions of the 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.

**16.22.** The Allottee agrees that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and are not exhaustive.

(i) Failure to make payments within the time as stipulated in the schedule of payments and failure to pay the stamp duty, legal, registration, any incidental charges, taxes

etc. as may be demanded or notified by the Promoter to them under the terms of the booking and all other defaults of similar nature;

- (ii) Failure to perform and observe any or all of their obligations or in case they fail to execute any other deed/document/undertaking/indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Promoter in relation to the Said Apartment;
- (iii) Failure to take possession of the Said Apartment within the time stipulated by Promoter;
- (iv) Failure to execute Sale Deed/Conveyance Deed within the time stipulated by the Promoter in its notice;
- (v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges; maintenance security deposit, deposits/charges for bulk supply of electrical energy or any increase in respect thereof, as demanded by the Promoter, its nominee, RWA or AoA as the case may be;
- (vi) Assignment of the Agreement or any interest of the Allottee in the Agreement without prior written consent of the Promoter;
- (vii) Dishonour of any cheque(s) given by them for any reason, whatsoever;
- (viii) Sale/transfer/disposal of/dealing with, in any manner of the Parking Space independent of the Said Apartment or usage of the Parking space(s) other than parking their vehicle;
- (ix) Any other acts, deeds or things which they may commit, omit or fail to perform in terms of the Agreement, any other undertaking, affidavit/agreement/indemnity etc. or as demanded by the Promoter which in the opinion of the Promoter amounts to an event of default and they agree and confirm that the decision of the Promoter in this regard shall be final and binding on them;

## **17. COMPLAINECE OF LAW, RULES, REGULATIONS & NOTIFICATIONS ETC BY PARTIES:**

**17.1.** The Parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the GHRE Project.

## **18. ADDITIONAL CONSTRUCTIONS:**

**18.1.** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the GHRE Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent

authority(ies) and disclosed, except for as provided in the Act or subject to enhancement of FAR as discussed above.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

**19.1.** After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/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 Apartment /Building.

**20. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010):**

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

**21. BINDING EFFECT:**

**21.1.** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned authority as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 days from the date of its receipt by the Allottee and/or appears before the Sub-Registrar for its registration as and when intimated by the Promoter, then the 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 Allottee, application of the Allottee shall be treated as cancelled and all the sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

**22.1.** 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 understanding, any other agreements, allotment letter, correspondences, arrangements whether in writing or oral, if any, between the Parties in regards to the said apartment and building as the case may be

**23. RIGHT TO AMEND:**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /  
SUBSEQUENT ALLOTTEES:**

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

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

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

25.2. 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.

**26. SEVERABILITY:**

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

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

27.1. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in GHRE Project, the same shall be the proportion which

the carpet area of the Apartment bears to the total carpet area of all the Apartments in the GHRE Project.

**28. FURTHER ASSURANCES:**

**28.1.** 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.

**29. PLACE OF EXECUTION:**

**29.1.** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Ghaziabad after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the appropriate authority/sub-registrar. Hence this Agreement shall be deemed to have been executed at Ghaziabad, Uttar Pradesh.

**30. JOINT ALLOTTEES:**

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

**31. GOVERNING LAW:**

**31.1.** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

**32. DISPUTE RESOLUTION:**

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

**33. SAVINGS:**

**33.1.** Any Booking Application form, Allotment Letter, or any other document signed by the Allottee, in respect of the said Apartment as the case may be shall not be construed to limit the rights and interests of the Allottee under this Agreement or under the RERA Act and Rules and Regulations made there under.

**34. NOTICES:**

**34.1.** Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by personal delivery or by sending the same by courier or by email or by whatsapp or by fax addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:

ALLOTTEE(S)	PROMOTER
Name: Mr./Mrs./Ms. [•]	Name: [•]
Address: [•]	Address: [•]
E-mail: [•]	Authorized Representative: [•]
Mob: [•]	E-mail: [•]
	Mob: [•]

**IN WITNESS WHEREOF** Parties hereinabove named have set their respective hands and signed this Builder Buyer Agreement (Agreement For Sale) at Ghaziabad in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE: (INCLUDING JOINT ALLOTTEE)**

*Insert passport size photograph*

Name: [•] Address [•] Aadhaar No. [•]	Name: [•] Address [•] Aadhaar No. [•]
Signature	Signature

**SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER (Developer i.e., Rhomes Miraabilis LLP):**

*Insert passport size photograph*

1. Name: [•]

(Authorized Signatory)

**Signature**

**SIGNED AND DELIVERED BY THE WITHIN NAMED CO – PROMOTER (Landowner i.e., Ramprastha Builders Pvt Ltd):**

*Insert passport size photograph*

1. Name: [•]

(Authorized Signatory)

**Signature**

**WITNESSES - At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:**

1. Name: [•]

Address [•]

Aadhaar No. [•]

**Signature**

**WITNESSES - At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:**

1. Name: [•]

Address [•]

Aadhaar No. [•]

**Signature**

**WITNESSES - At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:**

1. Name: [•]

Address [•]

Aadhaar No. [•]

<b>Signature</b>
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<b>SCHEDULE 'A' -</b>	DESCRIPTION OF THE APARTMENT/FLAT/UNIT AND DETAIL OF COVERED/OPEN PARKING ALONG WITH THE BOUNDARIES IN ALL FOUR DIRECTIONS
<b>SCHEDULE 'B' -</b>	FLOOR PLAN OF THE APARTMENT/FLAT/UNIT
<b>SCHEDULE 'C' -</b>	COST & PAYMENT PLAN OF APARTMENT/FLAT/UNIT
<b>SCHEDULE 'D' -</b>	SPECIFICATIONS OF AMENITIES AND FACILITIES (WHICH ARE PART OF THE APARTMENT/FLAT/UNIT)
<b>SCHEDULE 'E' -</b>	SPECIFICATIONS OF AMENITIES AND FACILITIES (WHICH ARE PART OF THE GHRE PROJECT)
The above mentioned ' <b>Schedules</b> ' annexed to this BUILDER BUYER AGREEMENT (Agreement for Sale) are as agreed between the Parties	