

ALLOTMENT LETTER/BUILDER BUYER'S AGREEMENT

This Allotment Letter/Builder Buyer's Agreement executed on this _____ day of _____

BETWEEN M/s Gaura Builders Pvt. Ltd. (CIN No.U70100DL2015PTC278049, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 373/A Ground Floor DDA Flat, Gazipur near Kalyan Puri, Delhi-110091, Delhi, India, and site office at Khasra No. 1144 & 1146, Manikarnika Road, Noor Nagar, Raj Nagar Extn., Ghaziabad, represented by its authorized signatory Mr. _____ (Aadhar No. _____) authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

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

[OR]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____
(PAN _____), represented by its authorized Partner _____
(Aadhar No. _____) authorized vide _____ hereinafter referred to as the "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).

[OR]

1. Mr./Ms. _____,
(Aadhar No. _____)
son/daughter of _____,
aged about _____ residing at _____
(PAN _____)

2*. Mr./Ms. _____,
(Aadhar No. _____)
son/daughter of _____

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aged about _____ residing at _____
(PAN _____)

(* To be filled in case of joint purchaser) hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

Mr. _____,
(Aadhar No. _____) son of _____
aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ **HUF**, having its place of business / residence at _____
(PAN _____), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said **HUF**, and their respective heirs, executors, administrators and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- (b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority.
- (c) "Government" means the Government of Uttar Pradesh.
- (d) "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (f) "Section" means a section of the Act.

WHEREAS:

- A. WHEREAS M/s Gaura Builders Pvt. Ltd. has acquired the piece of land by virtue of sale deed executed in its favor as per detailed below: -

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S. No.	Date of Sale Deed	Registry Particulars	Area of Land
1.	09.12.2020	Document No. 10327 in Book No. 1 Volume No.17426 at page 27/52	3195 sq.yds. i.e. 2671.3395 sqm., (Khasra No. 1131 Min) (

However, the project is developed in total land admeasuring 2671.3395 sqm.

AND WHEREAS the Builder has taken the physical possession of the said Plots of land from the above-mentioned sellers on date of execution of the sale deeds as mentioned above.

AND WHEREAS the, building plans of Group Housing Complex of 'CHURNING MONK' on part of the aforesaid land have been duly sanctioned/submitted by the Ghaziabad Development Authority vide Permit No. Group Housing/07636/GDA/BP/23-24/1311/29082024 Dt. 19.10.2024.

AND WHEREAS the builder has already started the construction activities on the above land in phases and after further dividing the land as per its requirement, marketability and suitability after obtaining sanction of the same from the competent authority. The allottee(s) shall have no right to raise any objection against the same.

AND WHEREAS the 'CHURNING MONK' Project/Complex shall have 28-High-Rise Apartments admeasuring 4450 sq.ft. (_____ sqm.) Super Area, 3184 sq.ft. (_____ sqm.) Covered Area & 2268.40 sq.ft. (_____ sqm.), Carpet Area in various blocks therein and will also have spaces for other facilities and others etc.

Whereas, by virtue of power vested with the company, the company has started developing the group housing project on it's a free hold R-Zone land measuring _____ sq.mtr. at Raj Nagar Extn., N.H. 58, Ghaziabad and become entitled to carryout development, market, sell the units/Apartment-s constructed on the said land and to received money(is), give receipts, cause conveyance, other documents etc. and accordingly moved to different authorities for approval of necessary approvals as required by the law of the land and is expecting the approval shortly.

- B. The said land is earmarked for the purpose of building a (residential) project, comprising of 28-High-Rise Apartments admeasuring 4450 sq.ft. Super Area, 3184 sq.ft. (_____ sqm.) Covered Area & 2268.40 sq.ft. (_____ sqm.) Carpet Area and the said project shall be known as "Churning Monk", at Raj Nagar Extn., Ghaziabad.
- C. The promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the promoter regarding the said land on which project is to be constructed have been completed and willing to execute registered agreement to sell, however stamp duty will be borne by allottee.
- D. The promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the project and also for the apartment, as the case may be,

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from Ghaziabad Development Authority. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable. In case promoter avails additional purchasable FAR, it may construct after consent of allottee/s.

- E. The promoter has registered the project under the provisions of the RERA Act with the Uttar Pradesh Real Estate Regulatory Authority under registration No.
- F. The allottee had applied for an apartment in the project vide application No. _____ dated _____ and has been allotted apartment No. _____ having carpet area of _____ square meters (_____ sq. ft.), type _____, on _____ floor in [tower/block/building] No. _____ ("Building") along with **parking** No. _____ admeasuring _____ square meters (_____ square feet) in the _____ (Please insert the location of the parking), as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016." and deed of declaration submitted before the concerned authority (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B.);

[OR]

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project;
- I. 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;
- J. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the allottee hereby agrees to purchase the apartment and the parking.

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

1. **TERMS:**

- 1.1 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 along with parking.

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- 1.2 The Total Price for the apartment based on the carpet area is Rs. _____ (Rupees _____) only ("Total Price") (Give break up and description):

Payment Plan: CLP/Flexi/50-50% Plan

Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____ Carpet Area _____	Rate of Apartment Rs. _____ per square meter (Rs. _____ per square ft.)
Total Price (In Rupees)	_____

along with club membership charges, however monthly charges will be recoverable by Allottee.

[AND] [if/as applicable]	
parking 1/Basement	Price for 1
parking 2	Price for 2
Total price (in rupees)	_____

Possession Charges @ Rs. sq.ft. Including Electricity Infrastructure / Electricity Meter/Horticulture/IGL Infrastructure/Sever/Water	Rs
Maintenance Charges will be paid separately at the time of offer of possession to nominated maintenance agency	Rs.

GST & Other Taxes	_____
Total (in Rupees)	_____

Explanation:

- (i) The total price above includes the booking amount paid by the allottee to the promoter towards the apartment. The 10% of total Sale Consideration will be treated as booking amount/earnest money.
- (ii) The total price above includes taxes (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 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 project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

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Provided that in case there is any change / modification in the taxes, the subsequent 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 project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the authority, as per the Act, the same shall not be charged from the allottee;

(iii) The promoter shall periodically intimate in writing to the allottee, the amount payable as stated in (i) 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;

(iv) The total price of apartment includes recovery of price of 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 per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the (Apartment/Plot) and the project.

1.3 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 project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the authority, as per the Act, the same shall not be charged from the allottee.

1.4 The allottee(s) shall make the payment as per the payment plan set out in schedule C ("Payment Plan").

1.5 The promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the by discounting such early payments @ _____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate

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shall not be subject revision/withdrawal, once granted to an allottee by the promoter.

- 1.6 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 in respect of the apartment, 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/~~architect plan~~, or such minor changes or alterations as per the provisions of the Act.

- 1.7 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 forty-five days. If there is any increase in the carpet area, which is not more than ten percent 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. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in Allotment Letter/Builder Buyer's Agreement.

- 1.8 Subject apartment to para 9.3 the promoter agrees and acknowledges, the allottee shall have the right to the 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;
- (iii) That the computation of the price of the apartment includes recovery of price of land, construction of 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 per Para 11 etc.) and includes cost for providing all other facilities, amenities and specifications to be provided within the apartment and the project;
- (iv) The allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

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- 1.9 It is made clear by the Promoter and the allottee agrees that the apartment along with car parking shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained project covering the said 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 and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the allottees of the project.
- 1.10 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 interest.
- 1.11 The allottee has paid a sum of Rs. _____ (Rupees _____ only) **i.e. 10%** as booking amount being which apartment within provided interest part payment towards the total price of the apartment at the time of application the receipt of the promoter hereby acknowledges and the allottee hereby agrees to pay the remaining price of the as prescribed in the payment plan (Schedule C) as may be demanded by the promoter the time and in the manner specified therein:

Provide that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules i.e. MCLR + 1%.

2. **MODE OF PAYMENT**

Subject to the terms of the 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 [Schedule C] through A/c Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favor of "**GAURA BUILDERS PVT. LTD.**" payable at Ghaziabad/Delhi.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- (3.1) 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 there under 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 fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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

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and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The allottee authorizes the promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the apartment, if any, in his/her name and the allottee undertakes not to object/demand/direct the promoter to adjust his payments in any manner i.e. Interest.

5. **TIME IS ESSENCE:**

The promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be.

Similarly, the allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in Schedule C ("Payment Plan").

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:**

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 project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. 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.

7. **POSSESSION OF THE APARTMENT:**

- 7.1 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 project, unless there is delay or failure due to Covid-19, war, flood, drought,

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fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the project is delayed due to the Force Majeure conditions then the allottee 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 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. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the allottee, the allottee agrees that he/she 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. In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

- 7.2 Procedure for taking possession - The promoter, upon obtaining the basic NOC from the competent authority shall offer in writing the possession of the apartment, to the allottee in terms of this agreement to be taken within two months from the date of issue of basic NOCs.

The allottee, after taking possession, agrees to pay the maintenance charges as determined by the promoter/association of allottees, as the case may be after the issuance of the basic NOCs for the project.

- 7.3 Failure of allottee to take possession of apartment - Upon receiving a written intimation from the promoter as per Para 7.2, 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 para 7.2, 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 (in case of apartment) for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2

- 7.4 **Possession by the allottee** - After obtaining the Basic NOCs 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 association of allottees or the competent authority, as the case may be, as per the applicable law:

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- 7.5 **Cancellation by allottee** — The allottee shall have the right to cancel/withdraw his allotment in the project as provided in the Act and in case of non compliance of agreed terms amounts to cancellation.

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount/earnest money paid for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment / plot or at the end of one 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 / plot and also display this information on the official website of UP RERA on the date of re-allotment

- 7.6 **Compensation** — The promoter shall compensate the allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. **REPRESENTATION AND WARRANTIES OF THE PROMOTER;**

- (i) The promoter has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the project.
- (ii) The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project.
- (iii) There are no encumbrances upon the said land or the project; (in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land).
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land, project or the apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said land 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 project, said land, building and apartment and common areas;
- (vi) The promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the allottee created herein, may prejudicially be affected;
- (vii) The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land, including the project and the said apartment which shall, in any manner, affect the rights of allottee under this agreement;

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- (viii) 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;
- (ix) At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical 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;
- (x) 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;
- (xi) 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 project to the competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of apartment 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 association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said land and/or the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure clause, the 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 Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this Para, '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 Basic NOC/occupation certificate/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.

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9.2 In case of default by promoter under the conditions listed above a non defaulting allottee is entitled to the following:

- (i) Stop making further payments to 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

9.3 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, despite 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, Taxes 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 notice** prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT:**

The promoter on receipt of total price of the apartment as per Para 1.2 under the agreement from the allottee, shall execute a Sale 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 Basic NOC/completion certificate as the case may be, to the allottee:

11. **MAINTENANCE OF THE SAID BUILDING! APARTMENT! PROJECT:**

The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for 1 (one) year from the date of Basic NOCs has been included in price of the apartment.

However, if the association of allottees is not formed within 1 year of basic NOCs the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2+10% in lieu of price escalation for the purpose of

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the maintenance for next 1 year and so on. The promoter will pay the balance amount available with him against the maintenance charge to association of allottees once it is formed.

12. DEFECT LIABILITY:

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 the agreement for sale relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the allottee from the date of handing over possession or the date of obligation of the promoter to given possession to the allottee, whichever is earlier it shall be the duty of the promoter to rectify such defects without further charge, within 30 (thirty) days on receipt of letter by Allottee.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all common areas, parking and parking spaces for providing necessary maintenance services and the allottee agrees to permit the association of allottees and/or maintenance agency to enter into the 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.

14. USAGE:

Use of basement and service areas: The basement(s) and service areas, if any, as located within the CHURNING MONK, 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, fire fighting pumps and equipments 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 association of allottees formed by the allottees for rendering maintenance services.

No further construction/modification is permissible to the Allottee anywhere in the flat including over the roof / terrace of the said Flat. The Allottee has no right to install dishes at roof top.

SS

TDS: -

That Government of India has amended the Income Tax Act, 1961 and introduced Section 194-1A. Pursuant to this the Central Board of Direct Taxes (CBDT) – Ministry of Finance has issued Notification dated 31st May 2013, whereby on or after 1st June, 2013 the purchasers of the immovable property (whose consideration value is Rs.50 Lakhs and above) are required to deduct a sum of 1% as tax at source (TDS) out of the consideration value or part thereof paid by such purchasers to the sellers

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Para 12 above, the allottee shall, after taking possession, be solely responsible to maintain the apartment at his/her 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.
- 15.2 The allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the building or anywhere on the exterior of the project, buildings therein or common areas. The allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the apartment or place any heavy material in the common passages or staircase of the building. The allottee shall also not remove any wall, including the outer and load bearing wall of the apartment.
- 15.3 The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The parties are entering into this agreement for the allotment of a apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The promoter undertakes that it has no right to make addition structure or to put up additional structure(s) anywhere in the 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.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the promoter executes this agreement he shall not mortgage or create a charge on the apartment 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.

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company

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

The promoter has assured the allottees that the project in its entirety is in accordance with the provisions of the U.P (Promotion of Construction, Ownership and Maintenance) Act, 2010. The promoter showing compliance of as applicable in Uttar Pradesh.

20. **BINDING EFFECT:**

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

21. **ENTIRE AGREEMENT:**

This agreement, along with its schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment.

22. **RIGHT TO AMEND**

This agreement may only be amended through written consent of the parties.

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

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the apartment and the 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.

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 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 (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.

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

25. SEVERABILITY:

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable 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.

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

Wherever in this agreement it is stipulated that the allottee has to make any payment, in common with other allottee(s) in project, 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 project

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this agreement shall be complete only upon its execution by the promoter through its authorized signatory at the promoter's site office at Khasra No. 1144 & 1146, Manikarnika Road, Noor Nagar, Raj Nagar Extn., Ghaziabad, after the agreement is duly executed by the allottee and the promoter.

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company

29. **NOTICES:**

That all notices to be served on the allottee and the promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the allottee or the promoter by registered post at their respective addresses specified below:

Name of Allottee _____

(Allottee Address) _____

Promoter Name: M/s Gaura Builders Pvt. Ltd.

(Promoter Address): Khasra No. 1144 & 1146, Manikarnika Road, Noor Nagar, Raj Nagar Extn., Ghaziabad.

It shall be the duty of the allottee and the promoter to inform each other of any change in address subsequent to the execution of this agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the allottee, as the case may be.

30. **JOINT ALLOTTEES:**

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 which shall for all intents and purposes to consider as properly served on all the allottees.

31. **SAVINGS:**

Any application letter, Allotment Letter/BBA, or any other document signed by the allottee, in respect of the apartment, prior to the execution of this agreement for sale for such apartment, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act or the Rules or the Regulations made there under.

SAVINGS:

32.. GOVERNING LAW AND JURISDICTION: *This Allotment / Builder Buyer's Agreement shall be governed in all respects by the Laws of India, the courts at [Ghaziabad], India alone shall have the exclusive jurisdiction.*

33.. ARBITRATION: *That in the event of any dispute whatsoever arising between the parties in any way connected with this Agreement the same shall be referred to the Arbitrator appointed with the mutual consent of both the parties and the decision of the arbitrator shall be final and binding on both parties. The arbitration proceedings shall always be held in Ghaziabad in accordance with*

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company

*the Arbitration and Conciliation Act. 1996 or any statutory amendments/
modifications thereto.*

IN WITNESS WHEREOF parties hereto have hereunto and to a duplicate copy hereof set
and subscribed their respective hands at the places and on the day, month and year
mentioned under their respective signatures:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee/ Co-Allottee

Company

Authorized Signatory

SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND
PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR
DIRECTIONS

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company

SCHEDULE 'C' - PAYMENT PLAN

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The 'Schedules' to this agreement for Sale shall be as agreed to between the Parties]

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company

Annexure-A
Construction Linked Payment Plan

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company

On Booking	Rs. (_____ % of Total Cost)
Within 30 days of booking	Rs. (_____ % of Total Cost)
On Start of Excavation	Rs. (_____ % of Total Cost)
On start of Foundation raft casting	Rs. (_____ % of Total Cost)
On Start of Basement slab charges	Rs. (_____ % of Total Cost + _____ % of other
On Start of Ground Floor slab	Rs. (_____ % of Total Cost)
On Start of 3 rd floor slab	Rs. (_____ % Cost + 50% of other charge)
On Start of 7 th Floor slab casting	Rs. (_____ % of Total Cost)
On Start of 10 th Floor slab casting	Rs. (_____ % of Total Cost)
On Start of 14 th Floor slab casting	Rs. (_____ % of Total Cost)
On Start of _____ floor slab casting	Rs. (_____ % of Total Cost)
On Start of Top floor slab casting	Rs. (_____ % of Total Cost)
On Start of external Floor Slab	Rs. (_____ % of Total Cost)
Offer of Possession	Rs. (_____ % of Total Cost +
	IFMS+ Other Charges if any)
Total Rs. /-	

Total Cost = BSP + PLC + Car Parking

Note: The Owner / Developer reserve the right to carry out completion of the building and offer possession to the Allottee after payment of the entire remaining installments.

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company