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AGREEMENT TO SALE

THIS AGREEMENT TO SALE (hereinafter referred to as the "Agreement") is made at Lucknow on this _____ day of _____, 20 _____ ;

BY AND BETWEEN

Y2R HEIGHTS PRIVATE LIMITED (CIN: U35200UP2024PTC209152), a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at JHALIYAN, PURWA VINEET KHAND-2, Gomtinagar, Lucknow, Uttar Pradesh, India, 226010 through its authorized signatory Sh. _____ (Aadhaar No. _____) authorised vide board resolution dated _____, hereinafter referred to as the "Promoter (Y2R Heights Private Limited)", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest, executors, administrators and assignees, of the ONE PART;

AND

[If the Allottee is a company]

_____, (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]

[If the Allottee is a Partnership]

_____, 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 “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).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

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 (Y2R Heights Private Limited) and Allottee shall collectively be referred to as “Parties” and individually as “Party”.

DEFINITIONS: For the purpose of this Agreement, unless the context otherwise requires:

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016, as amended or modified from time to time;
- (b) "Allotment Letter" shall mean and refer to the letter of allotment issued to the Allottee by the Promoter (Y2R Heights Private Limited), in respect of the Unit;
- (c) "Applicable Laws" shall mean and include any applicable central, state or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments / modifications thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi- judicial authority whether in effect on the date of this Agreement or thereafter;
- (d) "Applicable Taxes" / "Taxes" includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the Project (Y2R Heights).
- (e) "Authority" shall mean the Uttar Pradesh Real Estate Regulatory Authority constituted under the Act;
- (f) "Car Parking(s)" shall mean and refer to the car parking space(s), if any, assigned to the Allottee for his / her / its exclusive use.
- (g) "Carpet Area" shall have the same meaning as ascribed to it under the Act;
- (h) "Common Areas and Facilities" shall mean such areas and facilities within the building wherein the said Unit is situated which are meant for common use, enjoyment and access of the allottees / residents as per the Applicable Laws. It is hereby clarified that the Common Areas and Facilities shall not include areas that are to be reserved / restricted for any other allottee / right-holder at the Project (Y2R Heights) or a group thereof or otherwise transferable by the Promoter (Y2R Heights Private Limited) to third parties as per Applicable Laws;
- (i) "Competent Authority" means any central or state judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project (Y2R Heights).

- (j) "Force Majeure Event" shall mean and include any event beyond the reasonable control of the Promoter (Y2R Heights Private Limited) which prevents, impairs or adversely affects the Promoter (Y2R Heights Private Limited)'s ability to perform its obligations under this Agreement inter-alia shall mean and include a case of war, flood, drought, fire, cyclone, earthquake or any other calamity of nature caused by nature affecting the regular development of the Project (Y2R Heights) including but not limited to typhoons, lightning, landslides, accidents, air crashes, acts of terrorism, explosions, plague, pandemic, epidemic, natural disasters, lockdowns, rebellion, riot, strikes, civil commotion, invasion, act of foreign enemies, hostilities, any act of God, Governmental restrictions, state of emergency, inability to procure or general shortage of water, energy, equipment(s), facilities, materials or supplies (such as steel, cement, etc.), failure of transportation, shortage of labour, strikes and lockouts, change in law, the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Competent Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement any legislation, policy / guidelines, decisions, order or rule or regulation made or issued by the Government or any other Competent Authority, delay in grant of occupation certificate or part thereof by the Competent Authority, change in Government policy, court orders / judgment such as order of National Green Tribunal (NGT), challenge of land acquisition proceedings, or any other act or if there is a delay beyond the reasonable control of the Promoter (Y2R Heights Private Limited) or for any reason whatsoever; any event or circumstances analogous to the foregoing;
- (k) "Government" means the Government of India and Government of the State of Uttar Pradesh and shall include ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India and Uttar Pradesh State government and any other statutory / non-statutory authority;
- (l) "Maintenance Agency" shall have the meaning ascribed to it in clause 11.1 of this Agreement;

- (m) "Maintenance Agreement" shall have the meaning ascribed to it in clause 11.3 of this Agreement;
- (n) "Maintenance Charges" shall have the meaning ascribed to it in clause 11.2 of this Agreement;
- (o) "Master Association" shall mean association of all the allottees of the residential or/and association of all the commercial units, being developed on the Project (Y2R Heights) Land.
- (p) "Non-Refundable Amounts" shall collectively mean (i) interest on any overdue payments; and (ii) brokerage paid / payable by the Promoter (Y2R Heights Private Limited) to the channel partner / broker in case the booking is made by the Allottee through a channel partner / broker and (iii) all Taxes paid by Promoter (Y2R Heights Private Limited) to the statutory authorities levied or leviable under Applicable Laws and (iv) Pre- EMI cost paid or reimbursed by the Promoter (Y2R Heights Private Limited) and (v) administrative charges as per Promoter (Y2R Heights Private Limited)'s policy and (vi) any other Taxes, charges and fees payable by the Promoter (Y2R Heights Private Limited) to the government authorities (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate / payout / benefits etc. and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent booking and other similar consequential or incidental costs or losses;
- (q) "Pass Through Charges" shall refer to all charges, fees, Taxes / duties, impositions as may be levied by the Competent Authority, such as, labour cess, lease rent, one-time lease rent, land premium, interest free maintenance security, meter charges, GST, property tax, compensation, additional compensation, ex gratia payments, no-litigation incentive or any future increase thereof or imposition by Competent Authority, etc.;
- (r) "Project (Y2R Heights) Completion Date / Unit Handover Date" shall have the meaning ascribed to it in clause 7.1 of this Agreement;
- (s) "Rules" mean the Real Estate (Regulation and Development) Rules, 2016 for the State of Uttar Pradesh, as amended or modified from time to time;
- (t) "Regulations" means the regulations made under the Act;
- (u) "Section" means a section of the Act.

INTERPRETATION: In this Agreement, unless the context required otherwise, the following rules of interpretation shall apply:

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- (c) References to Recitals, Clauses, Schedules or Annexures are, unless the context otherwise requires, references to recitals, clauses, schedules or annexures of this Agreement;
- (d) Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;

Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.

WHEREAS:

- A. The Promoter (Y2R Heights Private Limited) was a successful bidder in auction for a plot carried out by the Lucknow Development Authority ("LDA"), and was allotted Plot No. CP-02, having an area admeasuring 1140 Square Meters situated in Sector J Extension Jankipuram Extension Scheme, Lucknow, Uttar Pradesh, 226026 ("Project Land").
- B. The Promoter (Y2R Heights Private Limited) is developing the aforesaid Project (Y2R Heights) Land into a mixed land use project, consisting of both Studio and commercial developments along with amenities, facilities, services etc. and such other development as permissible under Applicable Laws.
- C. The Promoter (Y2R Heights Private Limited) is developing a commercial complex/project along with amenities, facilities, services etc. and such other development as permissible under Applicable Laws, under the name and style of (the 'Project (Y2R Heights)'). The Project (Y2R Heights) is duly registered with UP Real Estate Regulatory Authority ("Authority") having registration certificate bearing no. _____, dated _____.

- D. The building plan / site plan of the Project (Y2R Heights) has been approved by the Competent Authority.
- E. The Promoter (Y2R Heights Private Limited) has obtained the approvals, for the Project (Y2R Heights) Land as per the Applicable Laws. Any future approval that may be required during the course of development shall be obtained by the Promoter (Y2R Heights Private Limited) as and when necessitated by the Applicable Laws. The Promoter (Y2R Heights Private Limited) agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and as per Applicable Laws.
- F. The Promoter (Y2R Heights Private Limited) shall be free to use any further additional FAR obtained by the Promoter (Y2R Heights Private Limited) under any new or existing policy(ies) as may be approved and notified by the Government/Concerned Authorities from time to time under the Applicable Laws.
- G. The Promoter (Y2R Heights Private Limited) is fully competent to enter into this Agreement and all the legal formalities with respect to the rights and interests of the Promoter (Y2R Heights Private Limited) regarding the Project (Y2R Heights) Land have been completed.
- H. The Allottee has applied to the Promoter (Y2R Heights Private Limited) for the allotment of a Studio/ commercial units freehold sale basis in the Project (Y2R Heights) on _____ ("Application") and was subsequently allotted a unit bearing no _____ having carpet area of _____ square meters, on _____ floor, of the Project (Y2R Heights) ("Unit") along with exclusive right to use _____ Car Parking space and pro-rata share in the Common Areas ("as vide allotment letter dated _____ ("Allotment Letter").
- I. Further, the Promoter (Y2R Heights Private Limited) vide the said Allotment Letter has, provisionally allotted and agreed to transfer rights in accordance with the Sale Deed over the Unit with pro rata share in the Common Areas in favour of the Allottee.
- J. The Allottee agrees, acknowledges and confirms that the Allottee has applied for the allotment of the Unit after reading, understanding and accepting the contents of the Sale Deed and that the Allottee agreed to comply with the terms and conditions of the Sale Deed.

- K. The Allottee has demanded from the Promoter (Y2R Heights Private Limited), and the Promoter (Y2R Heights Private Limited) has allowed the inspection of the approvals, permissions, sanctions, licenses, layout plans, and other documents related to Project (Y2R Heights) Land, and various other approvals granted by the Competent Authorities in favour of the Promoter (Y2R Heights Private Limited). The Allottee has fully satisfied himself / herself / itself about the rights, interests and limitations of the Promoter (Y2R Heights Private Limited) to construct and develop the project upon the Project (Y2R Heights) Land. The Allottee acknowledges that he / she / it has relied solely on his / her / its own judgment and investigation while deciding to execute this Agreement.
- L. Accordingly, the Promoter (Y2R Heights Private Limited), relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in the Application and this Agreement, has accepted, in good faith, the Application and has allotted the Unit to the Allottee.
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- N. 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 (Y2R Heights) Land, and the Project (Y2R Heights), especially under Section 14 of the Act.
- O. 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.
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter (Y2R Heights Private Limited) hereby agrees to grant and the Allottee hereby agrees to take on Freehold of the Unit for permitted usage in accordance with the approved Building Plans and Applicable Laws.

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

1. TERMS

- 1.1 In consideration of the payment made and/or to be made by the Allottee to the Promoter (Y2R Heights Private Limited) in the manner stated in this Agreement and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Allottee stated hereinafter, the Promoter (Y2R Heights Private Limited) hereby agrees to transfer Freehold rights and entitlements in accordance with the Sale Deed over the Unit free from all encumbrances along with all easements, privileges, rights and benefits attached thereto, along with undivided pro rata share in the Common Areas in favour of the Allottee at the price/consideration mentioned in Clause 1.2 hereinafter and the Allottee hereby agrees to acquire the same on the terms and conditions contained in this Agreement.
- 1.2 The Allottee hereby agrees, acknowledges and accepts that the total consideration value for the Unit based on the carpet area _____ square meter is Rs. _____ / - (Rupees only) ("Total Consideration Value").
- 1.3 The Allottee has paid a sum of Rs. _____ /- (Rupees only) as token amount/ application fee at the time of signing the Application Form, which is included in the Total Consideration Value.
- 1.4 The Parties hereby agree and acknowledge that 10% (ten percent) of the Total Consideration Value shall always be construed, considered and treated as booking amount of the Unit ("Booking Amount") under this Agreement to ensure the performance, compliance and fulfilment of the obligations and responsibilities of the Allottee under this Agreement.
- 1.5 The Total Consideration Value includes the Goods and Service Tax (GST) and land premium paid / payable by the Promoter (Y2R Heights Private Limited) to the Competent Authority, up to the date of handing over the possession and/or date of offer of possession and/or till execution of Sale Deed (defined below) of the Unit to the Allottee in terms of this Agreement. Provided that in case there is any change / modification / revision in the Taxes / charges / fees / levies etc., the Allottee shall be required to pay the subsequent amount to the Promoter (Y2R Heights Private

Limited) based on such change / modification / revision in the Taxes / charges / fees / levies etc. Provided further, if there is any increase in the Taxes / charges / fees / levies etc., after the expiry of the scheduled date of completion of the Project (Y2R Heights) as per registration with the Authority, which shall include the extension of registration, if any, granted by the Authority, as per the Act, the same shall not be charged from the Allottee. Provided further, if there is any demand of additional compensation and / or fresh levy / imposition of Taxes / charges / fee / levies / etc. and / or any other demand raised by any Competent Authority / Government (whether before or after the execution and registration of the Sale Deed of the Unit), the same shall be paid by the Allottee, as and when demanded by the Promoter (Y2R Heights Private Limited), to be paid to the Promoter (Y2R Heights Private Limited) or to the Competent Authority / Government, as the case may be. In addition, the Allottee shall also be under obligation to pay other charges and any modifications/revisions thereof.

- 1.6 The Promoter (Y2R Heights Private Limited) shall periodically intimate in writing to the Allottee, the amount payable as per the payment plan set out and the Allottee shall make payment demanded by the Promoter (Y2R Heights Private Limited) within the time and in the manner specified therein. In addition, the Promoter (Y2R Heights Private Limited) shall provide to the Allottee the details of the revisions to Taxes / charges / fees / levies / land premium, etc., paid or demanded along with the acts / rules / notifications together with dates from which such Taxes / fees / charges / levies / land premium etc., have been imposed or become effective. In addition to Clause 1.7 (below) and subject to the contents thereof, the Total Consideration of the Unit includes recovery of land premium, preferential location charges (“PLC”) (if any), development / construction of not only the Unit but also the Common Areas and Facilities of the building where the Unit is located, cost of providing electric wiring within the Unit and electrical connectivity internally within / upon the Project (Y2R Heights) to the Unit, lift(s), water line, doors, fire detection and fire-fighting equipment in the Common Areas and Facilities and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the Agreement), labour cess, exclusive right to use car parking(if applicable) to the Allottee. The Total Consideration Value includes applicable GST.

- 1.7 The Promoter (Y2R Heights Private Limited) has made it specifically clear to the Allottee that the computation of the Total Consideration Value does not include price for (i) running and operation of the Common Areas and Facilities or any other conveniences, community buildings / sites, other recreational and sporting activities (club), if any provided on the Project (Y2R Heights) Land and also outside the building where the Unit is situated (except for a right to use on such terms and conditions as may be prescribed by the Promoter (Y2R Heights Private Limited) or the Association of Allottees, as the case may be, which shall be uniformly applicable for all residents / allottees / right-holders at the Project (Y2R Heights), (ii) any rights over the commercial components to be developed in the Project (Y2R Heights), (iii) any rights over areas reserved / restricted for any other allottee / right-holder at the Project (Y2R Heights); or (iv) any rights over areas to be transferred by the Promoter (Y2R Heights Private Limited) to third parties as per Applicable Laws; or (iv) Taxes which may become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sub lease of Unit. The Allottee fully understands that the Promoter (Y2R Heights Private Limited) is free to deal with the Project (Y2R Heights) or any part of the Project (Y2R Heights) in any manner as the Promoter (Y2R Heights Private Limited) may deem fit. As regards payment of Maintenance Charges, the Allottee shall enter into a separate Maintenance Agreement with an agency designated by the Promoter (Y2R Heights Private Limited) or Association of Allottees / Competent Authorities and shall make payment of such Maintenance Charges as demanded by the Promoter (Y2R Heights Private Limited) / Maintenance Agency / Association of Allottees / Competent Authorities. The Allottee has agreed and understood that he / she / it / they shall be liable to pay the common expenses for running, maintenance and operation of the Common Areas and Facilities as determined by the Promoter (Y2R Heights Private Limited), till such time the Common Areas and Facilities are transferred to the Association of Allottees. The Allottee agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other unit owners as determined by the Promoter (Y2R Heights Private Limited) in its absolute discretion.
- 1.8 The Total Consideration Value is escalation-free, save and except increases which the Allottee hereby agrees to pay, for reasons referred in Clause 1.7 and / or due to

increase on account of development fee, Taxes, additional charges including any enhancement of land premium or enhanced compensation payable to erstwhile land owners under the land acquisition proceedings and / or any other increase in charges / cess / fees / levies which may be levied or imposed by the competent authority from time to time (collectively referred to as "Additional Charges").

1.9 The Promoter (Y2R Heights Private Limited) undertakes and agrees that while raising a demand on the Allottee for increase in / payment of the Additional Charges imposed by the Competent Authority, the Promoter (Y2R Heights Private Limited) shall, upon written request of the Allottee, enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee. If the Allottee fails to pay any such Additional Charges and/or cost / charges imposed by the Competent Authority within the stipulated time under the demand notice / invoice / Applicable Laws raised by the Promoter (Y2R Heights Private Limited) for the same, then the same shall constitute Allottee's default under this Agreement as specified in Clause 9.2 hereto, and the Promoter (Y2R Heights Private Limited) may, at its sole discretion, terminate this Agreement in the manner specified in this Agreement and the consequences entailed therein shall follow. Moreover, the Allottee shall be liable to pay interest on such delayed payments plus applicable indirect taxes (if any) (or at such rate as may be prescribed under the Applicable Laws) from the due date till the date of such payment is actually received by the Promoter (Y2R Heights Private Limited).

1.10 The Allottee shall make the payment of the instalment as per the Payment Plan set out. The Allottee shall be obligated to pay the instalments by the due dates as mentioned under the Payment Plan. The Promoter (Y2R Heights Private Limited) shall periodically intimate in writing to the Allottee, the amount payable and the Allottee shall make payment demanded by the Promoter (Y2R Heights Private Limited) within the time and in the manner specified therein. It being further clarified that the Promoter (Y2R Heights Private Limited) shall not be under any obligation to send reminders for making the payment as per the Payment Plan and / or for the invoice raised by the Promoter (Y2R Heights Private Limited).

1.11 The Allottee agrees and understands that the Promoter (Y2R Heights Private Limited) may accept any early payments of instalments payable by the Allottee on

such terms and conditions as the Promoter (Y2R Heights Private Limited) may deem fit and proper. The early payments received from the Allottee under this Clause shall be retained and adjusted against the future milestone payment due and payable by the Allottee.

- 1.12 The Promoter (Y2R Heights Private Limited) may, in its sole discretion and not as an obligation, allow a rebate/discount for early payment of instalments or any other discount of whatsoever nature, at such rate as may be mutually agreed in writing. The provision for allowing rebate/discount and its rate/value shall not be subject to any revision/withdrawal by the Promoter (Y2R Heights Private Limited), once granted to an Allottee(s) unless otherwise agreed between the Parties in writing. The Allottee(s) agrees and undertakes that the aforesaid rebate/discount shall be allowed to the Allottee(s) only subject to the strict timely compliance of all the terms and conditions of this Agreement including the timely payment of all instalments as per the Payment Plan by the Allottee(s).
- 1.13 It is agreed that the Promoter (Y2R Heights Private Limited) shall not make any additions and alterations in the sanctioned plans, layout plans, specifications and the nature of fixtures, fittings and amenities in respect of the Unit, without the prior written consent of the Allottee as per the provisions of the Act, except any alteration or addition required by any Government authorities or due to change in law: Provided that, the Promoter (Y2R Heights Private Limited) may make such minor additions or alterations as may be required by the Allottee as per the provisions of the Act, or such changes and alterations as required by the Competent Authority. The decision of the architect of the Promoter (Y2R Heights Private Limited) shall stand final and binding upon the Allottee in the said scenario.
- 1.14 The Promoter (Y2R Heights Private Limited) shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Unit is complete and the occupation certificate / part occupation certificate (as applicable) is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area of the Unit. The Total Consideration Value shall be recalculated upon confirmation by the Promoter (Y2R Heights Private Limited). If there is reduction in the Carpet Area of the Unit, then the Promoter (Y2R Heights Private Limited) shall adjust the excess money paid by the Allottee against the future

milestone payment due and payable by the Allottee. If there is any increase in the Carpet Area which is not more than 3% (three percent) of the allotted Carpet Area to the Allottee, the Promoter (Y2R Heights Private Limited) may demand from the Allottee for such increase in the Carpet Area as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.15 Subject to Clause 9.2 of this Agreement, the Promoter (Y2R Heights Private Limited) agrees and acknowledges that the Allottee shall have right to the Unit as mentioned below:

- (a) Upon clearance of all dues and completion of all documentation formalities and subsequent registration of the Sale Deed, the Allottee shall have exclusive rights/ownership of the Unit;
- (b) Upon registration of the Sale Deed, the Allottee shall also have undivided proportionate share in the Common Areas and Facilities as per the Deed of Declaration. Since the share / interest of the Allottee in the Common Areas is undivided and unidentified, hence cannot be divided or separated along with the Unit, 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 (Y2R Heights Private Limited) shall hand over the Common Areas and Facilities to the Association / Competent Authority after duly obtaining the occupation certificate / part occupation certificate from the competent authority, as the case maybe, as provided in the Act;
- (c) Notwithstanding anything contained in this Agreement, the Allottee hereby agrees and acknowledges that the rights of the Allottee to use the Common Areas and Facilities (which shall be co used / shared along with other allottees / occupants , as the case may be) and Common Areas and Facilities (as applicable to the Allottee) shall always be subject to the Applicable Laws and the terms of this Agreement for transfer and maintenance thereof, and the Allottee agrees and confirms to adhere and comply with the same;
- (d) The Allottee has the right to visit the said Project (Y2R Heights) , with prior written intimation of at least 7 days to the Promoter (Y2R Heights Private Limited), to assess the extent of development upon the Project (Y2R Heights) Land and his/her/its Unit, as the case may be. It is however clarified that the

Allottee shall visit the Project (Y2R Heights) at its own risk and peril. The Promoter (Y2R Heights Private Limited) and persons claiming under/through the Promoter (Y2R Heights Private Limited) shall not be held responsible/accountable for any loss or damage which may be suffered by the Allottee on account of any accident/mis-happening that may occur/happen to the Allottee and/or to the property of the Allottee and/or such other person, at the time of such inspection. The Allottee may be required to execute necessary waivers as may be required by the Promoter (Y2R Heights Private Limited);

- (e) The Allottee is aware that the Total Consideration Value for said Unit includes right to use of _____ Car Parking space. The Allottee understands that the Car Parking space shall form part of Common Area and Facilities and shall be allocated by the Promoter (Y2R Heights Private Limited). The Allottee further agrees and undertakes that the Allottee shall have no concerns towards the identification and allotment / allocation of the Car Parking Space done by the Promoter (Y2R Heights Private Limited), at any time and shall not challenge the same anytime in future. It is clearly understood by the Allottee that the Allottee shall at no time have the ownership or title over the Car Parking space, except for the exclusive right to use the same. It is clearly understood by the Allottee that the Car Parking space cannot be transferred / leased / sold or dealt otherwise by the Allottee independently of the Unit. The Unit along with the Car Parking space will be treated as a single indivisible unit for all purposes. As the Car Parking space is an integral and indivisible part of the Unit, the Allottee undertakes not to transfer the exclusive right to use in favour of any third party without transfer and assignment of the Unit. All clauses of this Agreement pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to Car Parking space.
 - (f) Right to use of additional car parking space ("Additional Car Parking Space") shall be done at the sole discretion of the Promoter (Y2R Heights Private Limited) at such cost / charges / conditions as determined by the Promoter (Y2R Heights Private Limited).
- 1.17 The Promoter (Y2R Heights Private Limited) agrees to pay all outstanding payments before transferring the possession as consented/ agreed thereto of the Unit to the Allottee, which it has collected from the Allottee, for the payment of

outstanding (municipal or other local taxes, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project (Y2R Heights)). If the Promoter (Y2R Heights Private Limited) fails to pay all or any of the outstanding(s) collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, the Promoter (Y2R Heights Private Limited) agrees to be liable, even after the transfer of the Unit, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.18 The Promoter (Y2R Heights Private Limited) shall develop amenities / facilities in the Project (Y2R Heights) as applicable, for use by the eligible/entitled Allottees, subject to compliance with terms and conditions as may be intimated to the Allottee. In order to ensure efficient running, appropriate and maintenance, the same shall be at all times be operated by the Promoter (Y2R Heights Private Limited), either of its own or the Promoter (Y2R Heights Private Limited) at its sole discretion may transfer the operation, management and maintenance to any third party on such terms and conditions as it may deem fit to which Allottee shall not raise any objection. The right to use shall, at all times, be contingent upon due and faithful observance of all rules, bye-laws and conditions as may be notified by the Maintenance Agency / Promoter (Y2R Heights Private Limited) / such third party for use of the amenities / facilities. The Allottee shall pay all charges, including but not limited to Usage Charges for usage of such amenities / facilities and shall abide by the rules and regulations as may be formulated by the Promoter (Y2R Heights Private Limited) / the Maintenance Agency / third party. The nature of the membership and its benefits for the usage of the amenities / facilities will be detailed out in a separate membership agreement which shall be executed between the Allottee and the Maintenance Agency / Promoter (Y2R Heights Private Limited). The process of membership, transfer of membership and costs / charges associated with the same, shall be as per the policies and rules, framed by the Maintenance Agency (or its nominees / assignees) / Promoter (Y2R Heights Private Limited) and as may be revised / updated from time to time. The

membership for the amenities / facilities shall be co-terminus and co-existent with the ownership of the Unit.

1.19 The Allottee further agrees and confirms that:

The Allottee shall execute all documents such as the Sale deed as and when desired or necessary and required by the Promoter (Y2R Heights Private Limited)(its nominees/ assigns) in this connection and as per Applicable Law(s);

2. MODE OF PAYMENT

2.1 Subject to the terms of the Agreement and the Promoter (Y2R Heights Private Limited) abiding by the construction / development milestones, the Allottee shall make all payments, on written demand by the Promoter (Y2R Heights Private Limited), within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable).

2.2 The Allottee shall make all payments in time as per stipulated timelines and other applicable dues as may be applicable, in accordance with the Payment Plan opted by the Allottee along with other Applicable dues.

2.3 The Allottee shall mention his customer ID, name, Unit no. applied for, behind the cheques demand drafts. The payments made by cheques are subject to realization.

2.4 The Allottee hereby agrees and acknowledges that the date of actual credit shall be treated to be the date of realization of the cheque. The Allottee further agrees and acknowledges that in case the payments are made through wire transfer, it shall be sole responsibility of the Allottee to provide the wire transfer details to the Promoter (Y2R Heights Private Limited). It is clarified that the payment date for a particular demand shall be construed as the date (or next working day if date of communication is not on a working day or after banking hours) on which the Allottee communicates the details of the said wire transfer in writing.

2.5 The Allottee understands and agrees that although the Allottee may obtain finance from any bank / financial institution / non-banking financial company / other lending institution / lending entity or any other lawful source for the purchase of the Unit as may be permissible under Applicable Laws, however the Allottee's obligation to make timely payments for the Unit pursuant to this Agreement shall not be contingent upon the Allottee's ability, capacity or competence to obtain or continue to obtain such financing. The Allottee shall, regardless of any financing, remain bound under this Agreement for fulfilling all

obligations relating to the payments of all dues regard to the Unit. The rights of the bank / financial institution / non-banking financial company / other lending institution / lending entity shall be subservient or equivalent to the rights of the Allottee under this Agreement and shall not be more or better than that of the Allottee. The Allottee agrees and understands that Promoter (Y2R Heights Private Limited) shall not be under any obligation whatsoever to make any financial arrangements for the Allottee and the Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to Promoter (Y2R Heights Private Limited) in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and / or for any reason whatsoever and if the Allottee fails to make timely payments due to Promoter (Y2R Heights Private Limited), then the Promoter (Y2R Heights Private Limited) shall have the right to exercise all the rights and remedies as available to it under this Agreement and the Applicable Laws. In the event any loan facility has been availed by the Allottee, the Sale Deed shall be executed only upon receipt of the no-objection certificate from such bank / financial institution / non-banking financial company / other lending institution / lending entity.

- 2.6** Further, any refund to be made in terms hereof, shall be made to the Allottee strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Allottee and his / her bank / financial institution / non-banking financial company / other lending institution / lending entity from whom the Allottee has raised loan / finance for purchase of the Unit. In cases of any such refund being made by the Promoter (Y2R Heights Private Limited) directly to the bank / financial institution / nonbanking financial company / other lending institution / lending entity, the same shall be deemed as a refund to the Allottee for the purposes of this Agreement in full and final satisfaction and settlement of account of the Allottee in respect of and in relation to the Unit against the Allottee as well as such bank / financial institution / non-banking financial company / other lending institution / lending entity and no other claim, monetary or otherwise shall lie against the Promoter (Y2R Heights Private Limited) and the Unit.

- 2.7** Save and except in the case of any bank / financial institution / non-banking financial company / other lending institution / lending entity with whom any agreement has been separately executed for financing the Unit, if any, Promoter (Y2R Heights Private Limited) shall not accept any payments on behalf of the Allottee from a third party, unless the same is accompanied with a no-objection certificate from such third party as per the approved format of Promoter (Y2R Heights Private Limited), failing which Promoter (Y2R Heights Private Limited) may in its sole discretion reject the same and return the said payment directly to the said third party. Promoter (Y2R Heights Private Limited) shall not be responsible towards any third party that has made payments or remittances to the Promoter (Y2R Heights Private Limited) on behalf of the Allottee and any such third party shall not have any right, title and / or interest against the Unit and / or on the amounts such paid under this Agreement, whatsoever. Promoter (Y2R Heights Private Limited) shall communicate only with the Allottee and shall issue its payment receipts only in the name of and to the account of the Allottee.
- 2.8** The Allottee hereby agrees and acknowledges that in the event any of the cheques / banker's cheque or any other payment instructions of / by the Allottee is not honoured for any reason whatsoever, then the same shall be treated as default of the Allottee and the Promoter (Y2R Heights Private Limited) may at its option be entitled to exercise the available recourse.
- 2.9** The Allottee has to deduct the applicable tax deduction at source ("TDS") at the time of making of actual payment or credit of such sum to the account of the Promoter (Y2R Heights Private Limited), whichever is earlier as per section 194IA of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax Act, 1961. The Allottee shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. In the event the Allottee fails to submit the TDS certificate to the Promoter (Y2R Heights Private Limited) on the TDS deducted within the stipulated timelines as per Income Tax Act, 1961, the Allottee shall be liable to pay penalty as per provisions of Income Tax Act, 1961.
- 2.10** The Allottee hereby agrees and acknowledges that the Promoter (Y2R Heights Private Limited) shall accept payments towards the Total Consideration Value

from the account(s) of the Allottee and / or joint Allottee only. The Allottee further agrees and acknowledges that in the event any payments of instalments are made by any third party by or on behalf of the Allottee, the Promoter (Y2R Heights Private Limited) shall not be responsible towards any such third party and such third party shall not have any right or interest whatsoever in the Unit and/or the paid amount and the Promoter (Y2R Heights Private Limited) shall issue receipts in favour of the Allottee only.

3. ADJUSTMENT / APPROPRIATION OF PAYMENTS

- 3.1** The Allottee hereby authorizes the Promoter (Y2R Heights Private Limited) to adjust / appropriate all payments made by him / her under any head(s) of dues against lawful outstanding of the Allottee against the Unit, if any, in his / her / their / its name and the Allottee undertakes not to object / demand / direct the Promoter (Y2R Heights Private Limited) to adjust his / her / their / its payments in any manner.
- 3.2** The Allottee agrees that the Promoter (Y2R Heights Private Limited) shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue instalments and thereafter, towards overdue instalments or any other outstanding demand and finally, the balance, if any, would be adjusted towards the current instalment or current dues.

4. TIME IS ESSENCE

- 4.1** Time is of essence for the Promoter (Y2R Heights Private Limited) as well as the Allottee. The Promoter (Y2R Heights Private Limited) shall abide by the time schedule for completing the development of the Project (Y2R Heights) as disclosed at the time of registration thereof with the Authority and towards handing over the Unit to the Allottee and the Common Areas and Facilities to the Association or the Competent Authority, as the case may be.
- 4.2** Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him / her / them / it and meeting the other obligations under the

Agreement subject to the completion of construction by the Promoter (Y2R Heights Private Limited) as provided in this Agreement.

- 4.3** The Promoter (Y2R Heights Private Limited) shall abide by the time schedule for completing the development upon the Project (Y2R Heights) Land as disclosed at the time of registration of the Project (Y2R Heights) with the Authority. The Project (Y2R Heights) Completion Date shall stand reasonably extended on account of (i) any Force Majeure Event; and / or (ii) any reasons beyond the control of the Promoter (Y2R Heights Private Limited) and / or its agents; and / or (iii) due to non-compliance on the part of the Allottee including on account of any default on the part of the Allottee. In case the Promoter (Y2R Heights Private Limited) is unable to offer the possession as consented / agreed thereto of the Unit on or before the Project (Y2R Heights) Completion Date or such extended period for any reasons other than those set out in the foregoing, then on demand in writing by the non-defaulting Allottee, the Promoter (Y2R Heights Private Limited) shall pay interest in accordance with this Agreement or refund the amounts received from the Allottee(s) along with prescribed interest in accordance with the Applicable Laws.

5. CONSTRUCTION OF THE PROJECT / UNIT

- 5.1** The Allottee has seen and accepted the layout plan / Building Plan and specifications, amenities, facilities etc. obtained by the Promoter (Y2R Heights Private Limited) from the Competent Authority and the present Agreement is being entered into by the Allottee after being fully satisfied about the rights and interest of the Promoter (Y2R Heights Private Limited) over the same and quality of construction at the Project (Y2R Heights) Land and after having full knowledge of the Applicable Laws, to which the Promoter (Y2R Heights Private Limited) and / or the Project (Y2R Heights) are or be subject to in future.
- 5.2** The Promoter (Y2R Heights Private Limited) shall develop the Project (Y2R Heights) Land in accordance with the said layout plans, floor plans and specifications, amenities, facilities etc. Subject to the terms in this Agreement, the Promoter (Y2R Heights Private Limited) undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the by-laws, Floor Area Ratio ("FAR"), density norms and provisions prescribed under

the laws applicable in the State of Uttar Pradesh and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act or as per approvals / instructions / guidelines of the Competent Authority, and any breach of this term by the Promoter (Y2R Heights Private Limited) shall constitute a material breach of the Agreement.

- 5.3** The Promoter (Y2R Heights Private Limited) may complete the Project (Y2R Heights) in part(s) and obtain part/deemed occupation certificates for the same as the Promoter (Y2R Heights Private Limited) may deem fit. The Allottee confirms and gives his / her / its specific consent to the same and shall not raise any objection in this regard. In such event, if the Allottee is offered the possession of the Unit in such completed part or portion of the development upon the Project (Y2R Heights) Land, the Promoter (Y2R Heights Private Limited) and / or its agents or contractors shall be entitled to carry on the remaining work including construction / completion of the units or areas near / adjacent to the Unit, including further and additional construction work upon the Project (Y2R Heights) Land including the part or portion where the Unit is situated, and if any inconvenience is caused to the Allottee due to such construction activity or incidental / related activities during the said works or construction, the Allottee shall not object or make any claim (including for any damages) from the Promoter (Y2R Heights Private Limited) in this regard.

6. POSSESSION OF THE UNIT

- 6.1** Schedule for possession of the said Unit - The Promoter (Y2R Heights Private Limited) agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas and Facilities to the Association or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter (Y2R Heights Private Limited) assures to hand over possession of the Unit to the Allottee subject to the Allottee being in compliance of all his/her/its obligations under this Agreement including timely payments of amounts and subject to Force Majure and any extensions granted by the Authority under the Act.

Save as provided under clause 5.3 above, the Allottee hereby agrees and acknowledges that the Project (Y2R Heights) Completion/ Unit Handover Date shall automatically stand extended if the same is extended under the provisions of the Act or if there is delay or failure on account of (a) happening or occurrence of Force Majeure events; and / or (ii) reasons beyond control of the Promoter (Y2R Heights Private Limited) and / or its agents; and / or (iii) due to non-compliance on the part of the Allottee including on account of any default on the part of the Allottee.

If, the completion of the development upon the Project (Y2R Heights) Land is delayed due to the above-mentioned conditions then the Allottee agrees that the Promoter (Y2R Heights Private Limited) shall be entitled to the extension of time for delivery of possession of the Unit.

Provided that such Force Majeure Events 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 (Y2R Heights Private Limited) to develop the Project (Y2R Heights) Land due to the aforesaid events, then this allotment / Agreement shall stand terminated and the Promoter (Y2R Heights Private Limited) shall refund to the Allottee the entire amount received by the Promoter (Y2R Heights Private Limited). The Promoter (Y2R Heights Private Limited) shall intimate the Allottee about such termination at least 30 (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 (Y2R Heights Private Limited) and that the Promoter (Y2R Heights Private Limited) shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for taking possession -

6.2.1 The Promoter (Y2R Heights Private Limited), upon obtaining the occupation certificate / part occupation certificate / deemed occupation (as applicable) from the Competent Authority and the Allottee performing and fulfilling his/her/its obligations as mentioned in this Agreement, shall issue a written notice ("Notice of Offer of Possession") to the Allottee to take the possession of the Unit.

- 6.2.2 The Allottee shall complete the following within such period as mentioned in the Notice of Offer of Possession issued by the Promoter (Y2R Heights Private Limited):
- 6.2.2.1 Pay to the Promoter (Y2R Heights Private Limited) the balance of the Total Consideration Value, stamp duty and registration charges for the Sale Deed together with all dues, outstanding and arrears thereto (if any) and Additional Charges (if any);
 - 6.2.2.2 Pay to the Promoter (Y2R Heights Private Limited) legal cost, charges and expenses, including professional costs in connection with formation of the Association / Master Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering Sale Deed with respect to undivided proportionate share in the Common Areas and Facilities in the development upon the Project (Y2R Heights) Land in favour of the Association;
 - 6.2.2.3 Execute necessary documents, declarations, indemnities, undertakings etc. as the Promoter (Y2R Heights Private Limited) may require.
- 6.2.3 The Allottee hereby agrees and acknowledges that in the event of failure of the Allottee to complete the requirements as provided in the Notice of Offer of Possession and take the possession of the Unit within the timeline provided in the Notice of Offer of Possession, the Allottee shall be liable to make payment of the maintenance charges and Holding Charges (defined below). Further, in such case, the Allottee shall not raise any dispute, objection, demand or claim whatsoever against the Promoter (Y2R Heights Private Limited) with respect to any item of work alleged not to have been carried out or completed in the Unit.
- 6.2.4 The Allottee shall execute the Sale Deed with the Promoter (Y2R Heights Private Limited) in the format prescribed and get it duly stamped and registered with the Sub Registrar of Assurances, Lucknow within such time period as permissible under the Act.
- 6.2.5 The Allottee hereby agrees and undertakes to make prompt payment of all costs, charges, expenses, fees, etc. towards the execution and registration of the Sale Deed including but not limited to documentation, printing, stamp duty, registration and other miscellaneous expenditure that may be required for the same. In the event the Allottee fails to pay the said costs, charges, expenses etc. then the

Promoter (Y2R Heights Private Limited) shall be entitled to postpone the execution and registration of the Sale Deed and handover of possession of the Unit till the time Allottee pays all such costs, charges, expenses etc. In case Allottee fails to pay the said costs, charges, expenses etc. within the timeline specified under the Notice of Offer of Possession then the same shall be treated as default on the part of the Allottee under this Agreement and the Promoter (Y2R Heights Private Limited) shall be entitled to terminate this Agreement in terms of Clause 9.2 hereof.

6.3 Failure of Allottee to take possession of the Unit

6.3.1 Upon receiving the Notice of Offer of Possession from the Promoter (Y2R Heights Private Limited), the Allottee shall take possession of the Unit from the Promoter (Y2R Heights Private Limited) by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Notice of Offer of Possession, and the Promoter (Y2R Heights Private Limited) shall give possession of the Unit to the Allottee as per terms and conditions of the Agreement.

6.3.2 Notwithstanding anything contained in the Agreement, in case the Allottee defaults to comply with its obligations as stated in the present Agreement and / or fails to take over the possession of the Unit within the timeline stipulated in the Notice of Offer of Possession, then the Allottee shall also be liable to pay to the Promoter (Y2R Heights Private Limited) holding charges of Rs. 100 / - (Rupees One Hundred) per month per square ft. ("Holding Charges") of the Carpet Area till the actual date of possession and applicable maintenance charges towards upkeep and maintenance of the Common Areas and Facilities and Limited Common Areas and Facilities for the period of such delay, which shall be payable by the Allottee within the time period stipulated by the Promoter (Y2R Heights Private Limited). Such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charges payable by the Allottee.

6.3.3 The Allottee hereby agrees and acknowledges that in the event the Allottee fails to pay all dues payable and / or to take actual possession of the Unit within the time provided in the Notice of Offer of Possession, the Unit shall be and remain at the sole risk and cost of the Allottee. The Maintenance Charges with respect to the Unit shall be applicable and payable by the Allottee with effect from the last date given in the Notice of Offer of Possession, irrespective of whether the actual

possession of the Unit has been taken or not by the Allottee. During the period of said delay, the Unit shall remain locked and shall continue to be in possession of the Promoter (Y2R Heights Private Limited) but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.

6.4 Possession by the Allottee –

After obtaining the occupation certificate/part/ deemed occupation certificate/completion certificate/part completion certificate, as the case may be and handing over the possession as consented / agreed of the Unit to the Allottees, it shall be the responsibility of the Promoter (Y2R Heights Private Limited) to handover the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be and as per the Applicable Laws.

6.5 Cancellation by the Allottee-

6.5.1 The Allottee hereby agrees and accepts that in the event, the Allottee intends to cancel / withdraw his / her allotment, prior to receipt of deemed occupation certificate / occupation certificate or part thereof (as the case may be), without any fault of the Promoter (Y2R Heights Private Limited) then the Allottee shall give a prior written notice ("Notice") of 45 (forty five) working days to the Promoter (Y2R Heights Private Limited) expressing his / her / their / its intention to terminate / withdraw this Agreement. Upon receipt of Notice for termination of this Agreement, the Promoter (Y2R Heights Private Limited) shall be entitled to forfeit the Booking Amount along with the Non-Refundable Amount paid with respect to the Unit. The Promoter (Y2R Heights Private Limited) shall return the balance amounts paid by the Allottee after reallocation of the Unit.

6.5.2 The Parties hereby agree and acknowledge that, notwithstanding anything mentioned in the present Agreement, upon receipt of deemed occupation certificate / occupation certificate or part thereof (as the case may be), of the development upon the Project (Y2R Heights) Land or part thereof, the Allottee shall not be entitled to terminate this Agreement. Further, in case the Allottee fails to respond and / or neglects to take possession of the Unit by the timeline specified in the Notice of Offer of Possession, then notwithstanding anything else contained

under this Agreement and keeping in view the investments (i.e. time, labour and money) made by the Promoter (Y2R Heights Private Limited) in developing the Project (Y2R Heights) Land, the Promoter (Y2R Heights Private Limited) shall also be entitled along with other rights under this Agreement to forfeit entire amount paid by the Allottee towards the Total Consideration Value and other charges along with the Non-Refundable Amount. The Allottee further agrees and acknowledges that the Promoter (Y2R Heights Private Limited)'s obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Promoter (Y2R Heights Private Limited) in the Notice of Offer of Possession and that subsequent to the same, the Promoter (Y2R Heights Private Limited) shall not be responsible and / or liable for any obligation towards the Allottee for the possession of the Unit.

- 6.6** Compensation -The Promoter (Y2R Heights Private Limited) shall compensate the Allottee in case of any loss caused to him / her due to defective title of the Project (Y2R Heights) Land, on which the Project (Y2R Heights) 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 for occurrence of a Force Majeure Event, if the Promoter (Y2R Heights Private Limited) fails to complete or is unable to give possession of the Unit by the date specified in clause 7.1 hereto; or due to discontinuance of its business as a Promoter (Y2R Heights Private Limited) on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter (Y2R Heights Private Limited) shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at the rate prescribed in the Act including compensation in the manner as provided under the Act.

Provided that if the Allottee does not intend to withdraw from the development upon the Project (Y2R Heights) Land, the Promoter (Y2R Heights Private Limited) shall pay the Allottee interest at the rate prescribed in the Act for every month of delay, till the handing over of the possession of the Unit which shall be paid by the Promoter (Y2R Heights Private Limited) to the Allottee.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

7.1 The Promoter (Y2R Heights Private Limited) hereby represents and warrants to the Allottee as follows:

- (a) The Promoter (Y2R Heights Private Limited) has absolute and clear and Freehold rights with respect to the project land; the requisite rights to carry out development on the Project (Y2R Heights) Land and absolute, actual, physical and legal possession of the project land;
- (b) The Promoter (Y2R Heights Private Limited) has lawful rights and requisite approvals from the competent authorities to carry out development upon the Project (Y2R Heights) Land;
- (c) There are no litigations pending before any court of law or Authority with respect to the Project (Y2R Heights) Land or the Unit;
- (d) All approvals, licenses, sanctions and permissions issued by the competent authorities with respect to the development upon the Project (Y2R Heights) Land as well as for the Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter (Y2R Heights Private Limited) has been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Project (Y2R Heights), Project (Y2R Heights) Land, Unit and Common Areas and Facilities;
- (e) The Promoter (Y2R Heights Private Limited) has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right and interest of the Allottee created herein, may prejudicially be affected;
- (f) The Promoter (Y2R Heights Private Limited) has not entered into any agreement for sale / lease / sub-lease and / or development agreement or any other agreement / arrangement with any person or party with respect to the Project (Y2R Heights) Land, including the said Unit which will, in any manner, affect or dilute the rights of Allottee under this Agreement;
- (g) Except as stated herein, the Promoter (Y2R Heights Private Limited) has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties

and other outgoings, whatsoever, payable with respect to the Project (Y2R Heights) Land development thereupon to the competent authorities till the deemed occupation certificate / completion certificate is issued by the competent authorities and Notice of Offer of Possession is issued by the Promoter (Y2R Heights Private Limited) to the Allottee;

- (h) No notice from the Government or any other local body or Competent Authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter (Y2R Heights Private Limited) in respect of the Project (Y2R Heights) Land.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Promoter (Y2R Heights Private Limited)'s Default:

- (a) Except for and subject to the Force Majeure Event, the Promoter (Y2R Heights Private Limited) shall be considered under a condition of default, in the following events ("Promoter (Y2R Heights Private Limited)'s Default"):
 - i. If the Promoter (Y2R Heights Private Limited) fails to complete or is unable to provide the possession as consented / agreed of the Unit to the Allottee within the stipulated time disclosed at the time of registration thereof with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit 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 deemed occupation certificate / occupation certificate or part thereof, has been issued by the competent authority;
 - ii. Discontinuance of the Promoter (Y2R Heights Private Limited)'s business as a Promoter (Y2R Heights Private Limited) on account of suspension or revocation of its registration under the provisions of the Act or the Rules or Regulations made there under.

(b) Upon occurrence of the Promoter (Y2R Heights Private Limited)'s Default as listed above, the Allottee is entitled to the following:

- i. Stop making further payments to the Promoter (Y2R Heights Private Limited) as demanded by the Promoter (Y2R Heights Private Limited). If the Allottee stops

making payments, the Promoter (Y2R Heights Private Limited) shall correct the situation by completing the construction / development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or

- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter (Y2R Heights Private Limited) shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate equal to Marginal Cost of Lending Rate on home loan of the State Bank of India plus 1% (one percent).

Provided that where an Allottee does not intend to withdraw from the development upon the Project (Y2R Heights) Land or terminate the Agreement, the Allottee shall be paid, by the Promoter (Y2R Heights Private Limited), interest at the rate prescribed in the Act, for every month of delay till the offer / handing over of the possession of the Unit.

9.2. Allottee's Default:

(a) 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 two consecutive demands made by the Promoter (Y2R Heights Private Limited) for an instalment as per the Payment Plan, despite having been issued a demand in that regard, the Allottee shall be liable to pay interest to the Promoter (Y2R Heights Private Limited) 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 Act.
- ii. In case of default by the Allottee listed above, the Promoter (Y2R Heights Private Limited) shall be entitled to cancel the allotment of the Unit in favour of the Allottee and refund the money paid by the Allottee by deducting the Booking Amount along with Non-Refundable Amounts.
- iii. In the event if the Allottee fails to comply with its obligations, terms, conditions as set out in this Agreement and fails to rectify the default within the stipulated period then the Promoter (Y2R Heights Private Limited) shall be entitled, at its

sole option, to terminate this Agreement and forfeit Booking Amount along with the NonRefundable Amount.

The Promoter (Y2R Heights Private Limited) shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

- (b) After the said forfeiture, the Promoter (Y2R Heights Private Limited) shall refund the balance amounts, if any, to the Allottee or to his banker / financial institution, as the case may be, without any liabilities towards interest / cost / damages whatsoever upon cancellation of allotment / booking as per the Act and Rules. The Promoter (Y2R Heights Private Limited)'s right to forfeit various amounts paid / due from the Allottee subject to the provisions / limits as prescribed under Applicable Laws and the Promoter (Y2R Heights Private Limited)'s right to sell / transfer the Unit to any third party.

- 9.3 Upon termination of this Agreement as mentioned herein above, the Allottee shall be left with no right, title, interest, claim, lien, authority whatsoever, either in respect of the Unit, Car Parking (if applicable) and / or the Project (Y2R Heights) Land and the Allottee waives his / her / their / its rights of claim and / or dispute against the Promoter (Y2R Heights Private Limited) in any manner whatsoever, and the Promoter (Y2R Heights Private Limited) shall be released and discharged of all its liabilities and obligations under this Agreement. The Allottee acknowledges that the provisions of this clause shall survive the termination of the present Agreement. Further, the Promoter (Y2R Heights Private Limited) shall be entitled, without any claim or interference of the Allottee, to convey, sell, sub-lease, transfer and / or assign the Unit in favour of third party(ies) or otherwise deal with it as the Promoter (Y2R Heights Private Limited) may deem fit and appropriate, in such a manner that this Agreement was never executed and without any claim of the Allottee to any proceeds / consideration of such conveyance, sale, sub-lease, transfer and / or assignment of the Unit in favour of third party(ies).

- 9.4 The Allottee further undertakes to present himself/herself for cancellation of the Agreement, upon termination / cancellation of the allotment as may be required under the Applicable Laws, at the office concerned sub-registrar of assurances. Further, the Allottee undertakes to pay applicable registration charges, legal expenses and all other miscellaneous and incidental expenses for the cancellation of the definitive documents on termination of the allotment of the Allottee.

9.5 The Allottee hereby agrees and acknowledges that in the case of allotment of the Unit in favour of multiple holders then, unless a duly executed instruction by all such holder(s)/Allottee(s) is provided to the Promoter (Y2R Heights Private Limited) at the time of termination, all payments / refund to be made by the Promoter (Y2R Heights Private Limited) to the Allottee under the terms of this Agreement upon termination, shall be made to the first mentioned Allottee (First Applicant), which payment / refund shall be construed to be a valid discharge of all liabilities towards all such joint holders / Allottee(s).

10. MAINTENANCE:

10.1 The Promoter (Y2R Heights Private Limited), either through itself or any third party, shall be responsible to provide and maintain essential services in the Project (Y2R Heights) till the taking over of the maintenance of the Project (Y2R Heights) by the Association of Allottees or Competent Authority, as the case may be, upon the issuance of the deemed occupation certificate / occupation certificate / part thereof, of the Project (Y2R Heights), as the case maybe. The Promoter (Y2R Heights Private Limited), for the purposes of carrying out such maintenance services at the Project (Y2R Heights) / part thereof, may employ / hire a maintenance agency ("Maintenance Agency") appointed for the said purposes.

10.2 The Allottee hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities in the Project (Y2R Heights) shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges etc. ("Maintenance Charges") to the Association or Maintenance Agency and performance of all conditions, covenants, obligations and responsibilities of the Allottee under this Agreement. The rates of maintenance and service charges shall be fixed by the Promoter (Y2R Heights Private Limited) or Association or the Maintenance Agency, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges, power backup, diesel consumption charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned.

- 10.3 The Allottee hereby agrees and undertakes to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter (Y2R Heights Private Limited) / Association / Maintenance Agency as appointed for maintenance and upkeep of the Project (Y2R Heights) / part thereof by the Promoter (Y2R Heights Private Limited) ("Maintenance Agreement"). Execution of the Maintenance Agreement shall be a condition precedent for handing over possession of Unit by the Promoter (Y2R Heights Private Limited) and also for executing the Sale Deed of the Unit.
- 10.4 That as and when any plant, machinery, equipment etc. within the Project (Y2R Heights) / part thereof including but not limited to lifts, DG sets, electric substation, pumps, solar panel, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the Allottees / occupants of the units in the Project (Y2R Heights) on pro-rata basis (i.e. in proportion to the super area of the units to the super area of all the units in the Project (Y2R Heights)).
- 10.5 The Allottee further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and / or other writings as required, at the sole discretion of the Promoter (Y2R Heights Private Limited) / Maintenance Agency / Association, for the purposes of framing rules for management of the Project (Y2R Heights) and use of the Unit by the Allottee for ensuring safety and safeguarding the interest of the Promoter (Y2R Heights Private Limited) / Maintenance Agency / Association and the other allottees and the Allottee also agrees and confirms not to raise any disputes / claims against the Promoter (Y2R Heights Private Limited) / Maintenance Agency / Association and other allottees in this regard. It is further expressly understood that the Promoter (Y2R Heights Private Limited) shall not in any manner be accountable, liable or responsible to any person including the Allottee(s) and / or Association for any act, deed, matter or thing committed or omitted to be done by the Maintenance Agency in the due course of such maintenance, management and control of the Project (Y2R Heights), and / or Common Areas and Facilities, amenities and services thereto, as the arrangement between the Promoter (Y2R Heights Private Limited) and the Maintenance Agency is on principal to principal basis.

10.6 The Allottee agrees to comply with all rules, regulations, directions etc. framed by Promoter (Y2R Heights Private Limited) / Association / Maintenance Agency under the Applicable Laws with regard to provision of maintenance services in the Project (Y2R Heights).

11. FORMATION OF ASSOCIATION OF ALLOTTEES:

- 11.1 The Allottee understands and agrees that in order to look after administration and management of essential common infrastructure facilities of the Project (Y2R Heights), the Promoter (Y2R Heights Private Limited) may, as may be required under Applicable Laws, form (i) separate company / condominium / society / association of allottees ("Association/Association of Allottees") for the Project (Y2R Heights) and / or one or more parts in the Project (Y2R Heights) at its discretion, and form an Master Association for the entire development or separate apex association / apex body / apex bodies for each of residential and commercial phase on the project land; (ii) and form association of allottees for the entire development or separate Association(s) for each of the residential and commercial phase/component on the Project (Y2R Heights) Land and is so required have Master Association for the entire Project (Y2R Heights) Land. The Association shall adhere to their respective bye laws and guidelines as may be formulated by the Promoter (Y2R Heights Private Limited) in accordance with the Applicable Laws. Further, the Association shall, independent of the other, manage and conduct the affairs relating to respective parts / zones / land parcels and the rights, entitlements and obligations of the unit owners with respect to the Common Areas and Facilities within such parts / zones / land parcels. The Common Areas and Facilities within the Project (Y2R Heights) shall be transferred to the Association by the Promoter (Y2R Heights Private Limited) in accordance with Applicable laws upon obtaining deemed occupation certificate / occupation certificate.
- 11.2 The Allottee hereby agrees and undertakes to join the Association and to sign and execute the application for membership and other papers, instruments and documents in this regard as may be required by the Promoter (Y2R Heights Private Limited) or Association and return the same to the Promoter (Y2R Heights Private Limited) or Association within 15 (fifteen) days from the same being forwarded

to the Allottee. The Allottee further undertakes to pay any fees / subscription charges and other charges demanded thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.

12. RIGHT TO ENTER THE UNIT FOR REPAIRS:

12.1 The Promoter (Y2R Heights Private Limited) / Maintenance Agency / Association / Competent Authority shall have right to access Common Areas and Facilities, car parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association / Maintenance Agency / Competent Authority / Promoter (Y2R Heights Private Limited) to enter into the Unit or any part thereof, after due notice during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect.

12.2 The Promoter (Y2R Heights Private Limited) reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project (Y2R Heights) and any common rights of ways with the authority to grant such rights to the Allottee and / or other allottees at the Project (Y2R Heights) (present and future) at all times and the right of access to the Project (Y2R Heights) for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the project land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project (Y2R Heights) and if necessary to connect the drains, pipes, cables etc. under, over or along the Project (Y2R Heights) appurtenant to each and every building to be constructed at the Project (Y2R Heights) Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee and other occupants of the Units constructed at the Project (Y2R Heights). Further, in case of exigency situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the Unit, the Allottee authorizes the Promoter (Y2R Heights Private Limited) and / or Maintenance Agency to break open the doors / windows of the Unit and enter into the Unit to prevent any further damage to the other Units in the Project (Y2R Heights). In such a case, the Promoter (Y2R Heights Private Limited) and / or

Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the Unit as aforesaid and the Allottee hereby expressly consents to the same.

13. USAGE OF BASEMENT AND SERVICE AREAS:

The basement(s) and service areas, as located within the Project (Y2R Heights), 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, store rooms, firefighting pumps and equipment etc., and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and basement(s) in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association / Maintenance Agency / Competent Authority for rendering maintenance services.

14. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT / PROJECT:

- 14.1 The Allottee shall, after taking possession, be solely responsible to maintain the Unit at his / her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the buildings of the Project (Y2R Heights), or the Unit, Common Areas and Facilities, the staircases, lifts, common passages, corridors, circulation areas, fire refuge 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 Unit and keep the Unit, 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 said Project (Y2R Heights) is not in any way damaged or jeopardized.
- 14.2 The Allottee shall not hang, shake or throw any article from door, window, balcony, terraces etc. of the building(s) in the Project (Y2R Heights).
- 14.3 The Allottee further undertakes, assures and guarantees that he /she/it would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc., if any or on the face / facade of the buildings of the Project (Y2R

Heights) or anywhere on the exterior of the Project (Y2R Heights), or Common Areas and Facilities. The Allottee 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 Unit 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 Unit.

- 14.4 The Allottee agrees not to fix and / or install any antenna and / or other telecommunication or other communication equipment on the roof top, terraces or external façade of the building constructed over the Project (Y2R Heights) Land except with the prior written consent of the Promoter (Y2R Heights Private Limited) / Association of Allottees / Master Association / the Maintenance Agency / the Competent Authority, as the case may be. The Allottee may subject to prior written consent of the Promoter (Y2R Heights Private Limited) / Association of Allottees / Master Association / the Maintenance Agency / Competent Authority, only install any antenna and / or other telecommunication or other communication equipment at such places as may be earmarked for such purpose and on such terms and conditions as may be specified in this regard. The obligation to obtain the requisite permissions, sanctions, registrations, permits, approvals etc. from the Competent Authorities under the Applicable Laws for such installations on the roof top, terraces or external façade of the building or other places in the Project (Y2R Heights) shall be that of the Allottee who shall obtain and keep valid the same at its own cost and expense.
- 14.5 The Allottee / Association shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter (Y2R Heights Private Limited) and thereafter the Association and / or Maintenance Agency / Competent Authority, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 14.6 The Allottee agrees not to fix or install air conditions and / or heating systems in the Unit, and / or any other equipment in the Unit (except as designated places in the Unit for such installation, provided such places for equipment installations are specified and permitted by the Promoter (Y2R Heights Private Limited) /

Association of Allottees / Master Association / Maintenance Agency / Competent Authority, as the case may be).

14.7 Upon taking over possession of the Unit, the Allottee shall, after obtaining all permissions, approvals etc. as may be required and at his / her own costs and expenses, carry out the fit-outs / interior works in the Unit, as per his / her requirement and use. The Allottee hereby agrees and acknowledges that all such works in respect of fit-outs / interior works in the Unit will be done as permitted by the Promoter (Y2R Heights Private Limited) / Association / Maintenance Agency / Competent Authority, as the case may be and upon payment of such charges as may be levied by the Promoter (Y2R Heights Private Limited) / Association / Maintenance Agency / Competent Authority, as the case may be. The Allottee shall be obligated to carry out the interior works within the Unit in accordance with the guidelines, directions and instructions issued from time to time by the Promoter (Y2R Heights Private Limited)/ Association/ Maintenance Agency and/ or any Competent Authority. The safety of material and equipment kept for interior works shall be the sole responsibility of the Allottee, for which the Promoter (Y2R Heights Private Limited) shall not be held responsible, nor shall the Promoter (Y2R Heights Private Limited) / Association of Allottees / Maintenance Agency shall be held liable for any accident and / or injury caused to the Allottee, workman, any employee etc, for the purposes of carrying out interior works. The Allottee shall keep the Promoter (Y2R Heights Private Limited) / Association of Allottees / Maintenance Agency, as the case may be, fully harmless against all such claims or liabilities.

14.8 The Allottee ensures and undertakes that all fit-outs done internally within the Unit shall not pose any nuisance to the other occupants / purchasers. The Allottee while carrying out the interiors shall also ensure protection against fire, pollution or health hazards, noise, etc. in the Project (Y2R Heights). Without prejudice to the aforesaid, in the event the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit, the Promoter (Y2R Heights Private Limited) / Maintenance Agency / Association shall be entitled to call upon the Allottee to rectify the same and to restore the Unit to its original condition within 7 (seven) days from the date of intimation by the Promoter (Y2R Heights Private Limited) / Maintenance Agency / Association in

this regard. In the event the Allottee does not rectify the breach within such period of 7 (seven) days, the Promoter (Y2R Heights Private Limited) / Maintenance Agency / Association may carry out necessary rectification / restoration to the Unit (on behalf of the Allottee) and all such costs / charges and expenses incurred by the Promoter (Y2R Heights Private Limited) / Maintenance Agency / Association shall be promptly reimbursed by the Allottee. If the Allottee fails to reimburse to the Promoter (Y2R Heights Private Limited) / Maintenance Agency / Association any such costs / charges and expenses within 7 (seven) days of demand by the Promoter (Y2R Heights Private Limited) / Maintenance Agency / Association, the same would be deemed to be a charge on the Unit and the Promoter (Y2R Heights Private Limited) / Maintenance Agency / Association shall have the right to recover such cost / charges from the interest free maintenance security charges paid by the Allottee.

- 14.9 The Allottee shall use the Unit as per the provisions of this Agreement and bye laws of the Association / Maintenance Agency / Promoter (Y2R Heights Private Limited) / Competent Authority, as the case may be and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other Units in the Project (Y2R Heights) nor for any illegal or immoral purposes.
- 14.10 The Allottee has accepted the allotment based on approved sanction of the Project (Y2R Heights) and undertakes to use the Unit for permitted usage & occupation in accordance with the said approved Building Plans.
- 14.11 The Allottee shall not do, or permit to be done, any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project (Y2R Heights) or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- 14.12 The Allottee shall neither encroach upon the Common Areas and Facilities and Limited Common Areas and Facilities, passages, corridors nor interfere with the amenities and services available for common use in the Project (Y2R Heights) nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.

- 14.13 No pet shall be kept or harboured in the Common Areas of the Project (Y2R Heights), nor shall the pets be permitted on elevators or in any part of the Project (Y2R Heights) unless they are accompanied by a responsible person.
- 14.14 Garbage and refuse from the said Unit shall be deposited in such place only in the Project (Y2R Heights) and at such time and manner as the Promoter (Y2R Heights Private Limited) / Association of Allotees / Maintenance Agency / Competent Authority may direct.
- 14.15 The Allottee / Association of Allotees shall not remove any wall, including the outer and load bearing wall of the said Unit for commercial usage and car parking (if applicable), as the case may be.
- 14.16 The Allottee shall not store in the Unit or bring into the Project (Y2R Heights) any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project (Y2R Heights) or which is objected to by the Promoter (Y2R Heights Private Limited) or the Association. If any damage is caused to the Unit, Common Areas and Facilities, Limited Common Areas and Facilities or to the Project (Y2R Heights) on account of any act, negligence or default on part of the Allottee or his / her employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and / or damage caused as may be levied by the Promoter (Y2R Heights Private Limited) or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee.
- 14.17 The Allottee shall neither cause or allow to be done any structural changes or alteration or modifications to the superstructure, floor, ceiling, beams, columns, walls, layout or finishes etc. within the said Unit nor remove any walls or change the position of the doors and windows, increase the area of the said Unit by enclosing balcony (if any) or any part thereof or to the exterior of the said Unit, whether temporary or of a permanent nature.
- 14.18 The Allottee acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Promoter (Y2R Heights Private Limited) or any of its sister concerns / affiliates liable / responsible for any representation(s) / commitment(s) / offer(s) made by any third party to the Allottee or make any claims / demands on

the Promoter (Y2R Heights Private Limited) or any of its sister concerns / affiliates with respect thereto.

14.19 No vehicle belonging to the Allottee or to a family member, or any visitor to the Unit shall be parked in open space or in the manner such as to impede or prevent ready access to the entrance of the building / Project (Y2R Heights).

14.20 The Allottee agrees and confirms that this Agreement and the payment made hereunder does not create or bring into existence any lien / encumbrance over the Unit in favour of the Allottee against the Promoter (Y2R Heights Private Limited), other than rights and interests as contemplated under this Agreement. Further, the Allottee agrees that the Allottee shall not, without the written approval of the Promoter (Y2R Heights Private Limited), create any third party interest on the Unit whatsoever, till the date of execution and registration of the Sale Deed in his / her / their / its favour by the Promoter (Y2R Heights Private Limited). However, Allottee for the purpose of facilitating the payment of the Total Consideration Value and any other amounts payable under this Agreement, the Allottee may apply for and obtain financial assistance from banks / financial institution after obtaining prior written permission from the Promoter (Y2R Heights Private Limited). Any such arrangement / agreement shall be entered into by the Allottee at his / her / their / its sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and / or loan from any bank / financial institution, the Promoter (Y2R Heights Private Limited) may issue the permission / NOC / tripartite agreement as may be required by the banks / financial institution, subject however, that the Promoter (Y2R Heights Private Limited) shall by no means assume any liability and / or responsibility for any such loan and / or financial assistance which the Allottee may obtain from such bank / financial institution. The Allottee shall, at the time of grant of permission or NOC by the Promoter (Y2R Heights Private Limited), furnish an undertaking / declaration to the Promoter (Y2R Heights Private Limited) to indemnify the Promoter (Y2R Heights Private Limited) for all costs, expenses, injuries, damages etc. which the Promoter (Y2R Heights Private Limited) may suffer for any breach / default that may be committed by the Allottee to the third party / banks / financial institution. The Allottee hereby agrees that the Promoter (Y2R Heights Private Limited) shall be entitled to terminate this Agreement at the request of the Allottee's banker /

financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee.

- 14.21 With effect from the expiry of timeline provided in the Notice of Offer of Possession, or the date of execution of the Sale Deed, whichever is earlier, the Allottee agrees to pay on demand all Taxes, charges, dues, demands etc. and / or any enhancement thereof whether leviable now or in future, on the Project (Y2R Heights), as the case may be, in proportion to the super area of the Unit. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Promoter (Y2R Heights Private Limited) or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.
- 14.22 The Allottee further confirms that the Promoter (Y2R Heights Private Limited) only attorns to the representations made in the present Agreement or the representations / brochures available on the official website of the Promoter (Y2R Heights Private Limited). The Allottee further confirms and acknowledges that it has not solely relied on the representations / brochure/ advertisement available on the official website but has exercised its personal discretion, independent judgment and investigation and only on being satisfied has decided to enter into this Agreement for the Sale of the Unit. The Allottee further confirms that they have obtained appropriate professional advice before proceeding further with this Agreement. Further, the Allottee confirms to have considered, reviewed, evaluated and being satisfied with the specific features of the Project (Y2R Heights).
- 14.23 The Allottee shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Unit or land underneath or lands forming part of Common Areas and Facilities and the Limited Common Areas and Facilities.
- 14.24 The Allottee hereby agrees and acknowledges that in the event, the Allottee intends to transfer his / her allotment either in the name of any third party, the Allottee shall obtain the prior written consent of the Promoter (Y2R Heights Private Limited) and pay the necessary administrative charges, as may be determined by the Promoter (Y2R Heights Private Limited) from time to time and transfer charges as per the prevailing policy of NOIDA. The Allottee shall be

solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer.

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

The Parties are entering into this Agreement for the allotment of the Unit, with the full knowledge of all laws, rules, regulations, and notifications applicable in the State of Uttar Pradesh and related to the Project (Y2R Heights).

16. ADDITIONAL CONSTRUCTIONS:

16.1 The Allottee understands that the Promoter (Y2R Heights Private Limited) may develop the Project (Y2R Heights) Land in different stages. As such the total FAR on the Project (Y2R Heights) Land may be allocated by the Promoter (Y2R Heights Private Limited) to each stage at its sole discretion, which may or may not correspond to land area comprised in the said stage, the Allottee has understood the same and undertakes not to raise any dispute in this regard. The Allottee agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Promoter (Y2R Heights Private Limited) shall have the exclusive right and ownership on the additional FAR. The Promoter (Y2R Heights Private Limited) shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Project (Y2R Heights) Land and revise the layout and / or building plans as per the approvals granted by the Competent Authority and as per the Applicable Laws. The Allottee further agrees and confirms that any such additional construction shall be the sole property of the Promoter (Y2R Heights Private Limited), which the Promoter (Y2R Heights Private Limited) shall be entitled to dispose of in any manner it chooses. The Allottee hereby provides its unconditional and unequivocal consent under the Applicable Laws for additional construction and / or revision in plans undertaken by the Promoter (Y2R Heights Private Limited) for the reasons mentioned above.

16.2 Neither the Allottee nor any of the other allottees of the units in the Project (Y2R Heights), nor the Association / shall be entitled to claim any FAR howsoever available on the Project (Y2R Heights) Land. All FAR at any time available in

respect of the Project (Y2R Heights) Land in accordance with the layout or any part thereof shall always belong absolutely to the Promoter (Y2R Heights Private Limited). The Allottee agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Promoter (Y2R Heights Private Limited) shall have the exclusive right and ownership on the additional FAR. The Promoter (Y2R Heights Private Limited) shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Project (Y2R Heights) Land as per the approvals granted by the Competent Authority and as per the Applicable Laws. The Allottee further agrees and confirms that any such additional construction shall be the sole property of the Promoter (Y2R Heights Private Limited), which the Promoter (Y2R Heights Private Limited) shall be entitled to dispose of in any manner it chooses. The Allottee shall give his / her consent as required under the Applicable Laws.

16.3 The unutilized / residual FAR (including future accretions / enhancement due to change in law or otherwise) in respect of the Project (Y2R Heights) Land shall always be available to and shall always be for the benefit of the Promoter (Y2R Heights Private Limited) and the Promoter (Y2R Heights Private Limited) shall have the right to deal / use the FAR as it may deem fit, without any objection / interference from the Allottee / Association. In the event of any additional FAR in respect of the Project (Y2R Heights) Land or any part thereof being increased as a result of any favourable relaxation of the relevant building regulations or increase in incentive FAR or otherwise, at any time, hereafter, the Promoter (Y2R Heights Private Limited) alone shall be entitled to the ownership and benefit of all such additional FAR for the purpose of the development and / or additions to the built up area on the Project (Y2R Heights) Land as may be permissible.

16.4 The Allottee or the Association shall not alter / demolish / construct or redevelop the towers or the Project (Y2R Heights) Land or any part thereof, until and unless the tower is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FAR available on the Project (Y2R Heights) Land. It is also agreed by the Allottee that even after the formation of the Association, the Promoter (Y2R Heights Private Limited), if permitted by the Competent Authority, shall be entitled to utilize further

development potential (including fungible FAR), by putting up further construction on the Project (Y2R Heights) Land and shall thereby continue to retain full right and authority to develop the Project (Y2R Heights) Land and to utilize the entire FAR and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Promoter (Y2R Heights Private Limited) who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Promoter (Y2R Heights Private Limited) may deem fit.

- 16.5 The Promoter (Y2R Heights Private Limited) shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Allottee to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold Units within the building where the Unit is located / Project (Y2R Heights), as per the Applicable Laws and guidelines, permissions / directions or sanctions by the Competent Authority and the Allottee agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.

17. MORTGAGE / ENCUMBRANCE:

The Allottee acknowledges that the Promoter (Y2R Heights Private Limited) may avail construction finance from a scheduled bank / financial institution for the development of the Project (Y2R Heights) or part thereof, and may mortgage the receivables from the Project (Y2R Heights) or part thereof. The said mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take on the present Unit and NOC shall be provided as and when required.

18. BINDING EFFECT:

- 18.1 By just forwarding this Agreement to the Allottee by the Promoter (Y2R Heights Private Limited) does not create a binding obligation on the part of the Promoter (Y2R Heights Private Limited) or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by

the Allottee. Secondly, the Allottee and the Promoter (Y2R Heights Private Limited) have an obligation to execute the Agreement and also register the said Agreement as per the provisions of the relevant act of the State of Uttar Pradesh as and when intimated by the Promoter (Y2R Heights Private Limited).

- 18.2 If the Allottee(s) fails to execute and deliver to the Promoter (Y2R Heights Private Limited) 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 (Y2R Heights Private Limited), then the Promoter (Y2R Heights Private Limited) 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 forfeited as per the terms of the Application.

19. 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 Unit.

20. RIGHT TO AMEND:

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

21. 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 Unit and the Project (Y2R Heights) shall equally be applicable to and enforceable against and by any subsequent allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

22. WAIVER NOT A LIMITATION TO ENFORCE:

- 22.1 The Promoter (Y2R Heights Private Limited) may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter (Y2R Heights Private Limited) in the case of one allottee shall not be construed to be a precedent and / or binding on the Promoter (Y2R Heights Private Limited) to exercise such discretion in the case of other allottees.
- 22.2 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.

23. NOMINATION/ ASSIGNMENT AND TRANSFER OF RIGHTS:

- 23.1 It is agreed that Allottee shall not be entitled to transfer or assign the rights, entitlements and obligations under this Agreement to any third party, without the prior written consent from the Promoter (Y2R Heights Private Limited), which shall be granted subject to the then existing policy of the Promoter (Y2R Heights Private Limited), including with regard to payment of the charges in case of such transfer/assignment, and compliance with all necessary formalities and execution and submission of all necessary documents.
- 23.2 For avoidance of any doubt, any proposal for addition/deletion of names as an Allottee shall be deemed to be a transfer/assignment of allotment and the Allottee will be liable to pay transfer/administrative charges set forth under this Agreement. For executing such request, the Allottee must provide the relevant documents as demanded/required by the Promoter (Y2R Heights Private Limited). Allottee shall be responsible for all legal/monetary or any other consequences that may arise from such transfer.
- 23.3 The Allottee shall be entirely responsible and liable for all legal, monetary and other consequences that may arise from transfer/assignment of the Unit. The Allottee hereby undertakes to keep the Promoter (Y2R Heights Private Limited) saved, indemnified and harmless at all times from any legal, monetary (including

liability for any tax, penalty or duties), or any other adverse consequence whatsoever on account of such permission being granted by the Promoter (Y2R Heights Private Limited), upon request of the Allottee.

- 23.4 In the event of any assignment/transfer, the assignee/transferee shall be bound by the terms and conditions stipulated herein as if the same has been ab-initio executed by such assignee/transferee. Any claim or dispute between the Allottee and such assignee/transferee will be settled inter-se between them and the Promoter (Y2R Heights Private Limited) shall not be party to the same under any circumstance.
- 23.5 In cases of transfer by way of succession, there shall not be any such transfer/administrative charges, provided the legal heirs/ beneficiary(ies) of the Allottee furnish relevant documents to the Promoter (Y2R Heights Private Limited) setting out their rights and entitlements in this regard. Such legal heirs/beneficiaries shall abide by all the obligations mentioned under this Agreement and shall be bound by the same.

24. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulations made thereunder 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 thereunder 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.

25. 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 (Y2R Heights), the same shall be the proportion which the super area of the Unit bears to the total super area of all the units in the Project (Y2R Heights), as the case may be.

26. FURTHER ASSURANCES:

Both the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

27. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Allottee (in case of joint allottees by such joint allottee also) and the Promoter (Y2R Heights Private Limited) through its authorized signatory at the Promoter (Y2R Heights Private Limited)'s office, or at some other place, which may be mutually agreed between the Promoter (Y2R Heights Private Limited) and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter (Y2R Heights Private Limited) or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar, Lucknow in accordance with the Act, Rules and Regulations made there under or the applicable law, as the case may be. Hence this Agreement shall be deemed to have been executed at Lucknow, Uttar Pradesh.

28. NOTICE:

28.1 All notices to be served on either of the Parties by the other shall be deemed to have been duly served if sent to the Allottee or the Promoter (Y2R Heights Private Limited) by registered post at their respective addressees specified below:

In case of the Allottee:

Name of Allottee :

Address:

Email Address: _____

In case of the Promoter (Y2R Heights Private Limited):

Name of Promoter: Y2R Heights Private Limited Pvt Ltd.

Address : JHALIYAN, PURWA VINEET KHAND-2, Gomtinagar, Lucknow, Uttar Pradesh, India, 226010

- 28.2 It shall be the duty of the Allottee and the Promoter (Y2R Heights Private Limited) to immediately inform each other of any change in address subsequent to the execution of this Agreement in the above address by the registered post failing which all the communications and letters posted at the above address shall be deemed to have been received by the Promoter (Y2R Heights Private Limited) or the Allottee, as the case may be.

29. JOINT ALLOTTEES:

In case of joint allottees, all communication shall be sent to the first named Allottee in this Agreement, and the same shall be deemed as properly served on all allottees, and no separate communications shall be sent to the joint allottees.

30. INDEMNITY:

The Allottee undertakes to indemnify and keep the Promoter (Y2R Heights Private Limited), its nominees and its officers / employees harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs ("Claims") which may be faced, suffered, inflicted or incurred by the Promoter (Y2R Heights Private Limited) as consequence of breach of any of the terms and conditions of this Agreement as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Allottee or on the part of his / personnel and / or representatives. It is agreed that the Allottee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any hazard within the Unit due to the Allottee's wilful misconduct and / or negligence. In such an event, the Allottee shall keep and hold the Promoter (Y2R Heights Private Limited) fully indemnified for the

quantum of loss, penalty caused or borne by the Promoter (Y2R Heights Private Limited), claims or demands raised on the Promoter (Y2R Heights Private Limited) due to such wilful misconduct and / or negligence on the part of the Allottee.

31. RIGHT TO TRANSFER BY THE PROMOTER:

The Promoter (Y2R Heights Private Limited) may sell, assign, mortgage or otherwise deal with or dispose of all their rights, titles and interests in the Project (Y2R Heights) Land /Project (Y2R Heights) or any part thereof to third party(ies) as may be permitted under the Applicable Laws. In addition, the Promoter (Y2R Heights Private Limited) reserves the right to assign / transfer all or any of its rights and obligations in respect of the Project (Y2R Heights) in favour of any group company or associate company or a subsidiary company or an Limited Liability Partnership (LLP) or a special purpose vehicle to be formed / formed for the purpose of the execution of the Project (Y2R Heights) in accordance with Applicable Laws. With effect from such date of assignment, all the letters and correspondences exchanged with the Allottee including the monies paid there under shall automatically stand transferred in the name of such new company / entity without any alterations in the original terms and conditions. The Allottee has no objection to the same and shall continue to perform all his obligations towards such new company / entity in accordance with the terms hereof.

32. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Unit prior to the execution and registration of this Agreement for such Unit shall not be construed to limit the rights and interests of the Allottee under the Agreement or under the Act or the rules or the regulations made thereunder.

33. GOVERNING LAW AND JURISDICTION:

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 thereunder including other applicable laws prevalent in the State of Uttar Pradesh for the time being in force.

34. DISPUTE RESOLUTION:

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 discussions within 30 days, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.

35. BROKERAGE:

In case the Allottee is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Allottee in respect of the Unit (hereinafter referred to as " Channel Partner"), the Promoter (Y2R Heights Private Limited) shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage shall be deductible from the amount of Total Consideration Value agreed to be payable towards the Unit. Further, no such person shall in any way be construed as an agent of the Promoter (Y2R Heights Private Limited). The Promoter (Y2R Heights Private Limited) shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/given by such person to the Allottee.

36. CONFIDENTIALITY: -

The Parties hereto agree that all the information, discussions, documents etc. exchanged to date and which may be exchanged, including the contents of this Agreement and any documents executed in pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall

always be in full force and effect. Nothing contained hereinabove shall apply to any disclosure of Confidential Information, if: (a) such disclosure is required by law or requested by any Competent Authority or regulatory or judicial/ quasi-judicial authority or other recognized investment exchange having jurisdiction over the Parties; or (b) such disclosure is required in connection with any litigation or like proceeding; or (c) such information is already available in the public domain other than as a result of breach by any Party.

37. COUNTERPARTS:

Two sets of this Agreement in original shall be executed, after due execution- one set of the original Agreement shall be retained with the Promoter (Y2R Heights Private Limited) and the second original copy shall be sent to the Allottee for his reference and record. All of such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH AT SUCH PLACE AND ON THE DAY FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED BY THE WITHIN NAMED: Allottee:(including the Joint Allottee)	
(1) Signature _____ Name _____ Address _____ _____	Please affix photograph and sign across the photograph

<p>(2) Signature _____ Name _____ Address _____ _____</p>	<p>Please affix photograph and sign across the photograph</p>
<p>SIGNED AND DELIVERED BY THE WITHIN NAMED: Promoter (Y2R Heights Private Limited)</p>	
<p>_____ Signature (Authorised _____ Signatory) Name Address</p>	<p>Please affix photograph and sign across the photograph</p>

Witnesses:

1.

2.

DESCRIPTION OF THE UNIT

Description of the Unit		
(i)	Unit No	
(ii)	Type	
(iii)	Tower No	
(iv)	Floor No	
(v)	Carpet Area of Unit (sq.mtrs.) (1sq.mtr. = 10.764 Sq.ft.)	
(vi)	Car Parking	

FLOOR PLAN