

AGREEMENT TO SALE

**Pursuant to Section 13 of the
Real Estate (Regulation & Development) Act, 2016**

AGREEMENT TO SALE

THIS AGREEMENT to Sale ("Agreement") executed on this ____ day of _____ 20____ at Ghaziabad

BY AND BETWEEN

MANGAL BUILDWELL PRIVATE LIMITED, a company duly incorporated and registered under the Indian Companies Act, 1956, with corporate identification number U45201DL2004PTC131314 and having its Registered office at RSN ARCADE, 6 L.S.C, NEAR PRINCE APARTMENT, I.P. EXTENSION, PATPARGANJ, DELHI- 110092 (PAN NO. AADCR1076R) acting through its Authorized Signatory _____ (Aadhar No. _____) and duly authorized vide Board's resolution dated _____ to sign and execute this Agreement on its behalf and to do all acts, deeds and things incidental thereto (hereinafter referred to as the "**Developer/Promoter**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, subsidiaries, nominees, executors and permitted assigns) of **One Part**;

AND

(I) Mr./Mrs. _____ (Aadhar No. _____)

Son of/ daughter of/ wife of _____ resident of _____
_____ (PAN NO. _____);

(I) Mr./Mrs. _____ (Aadhar No. _____)

Son of/ daughter of/ wife of _____ resident of _____
_____ (PAN NO. _____);

(I) Mr./Mrs. _____ (Aadhar No. _____)

Son of/ daughter of/ wife of _____ resident of _____
_____ (PAN NO. _____);

(hereinafter singly/ jointly, as the case may be, referred to as the **Allottee(s)** which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **Other Part**.

OR

M/s _____, a sole proprietorship firm, having its office at _____ (PAN No. _____), acting through its proprietor Mr./Ms. _____ (Aadhar No. _____),

S/o/W/o/D/o _____, R/o _____;
(hereinafter referred to as the **Allottee(s)**, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **Other Part**.

OR

M/s _____
(PAN No. _____), a partnership firm duly registered and existing under the Indian Partnership Act, 1932 having its registered office at _____ through Mr. _____ (Aadhar No. _____), Partner of the firm, duly authorized vide resolution dated _____ passed and signed by all the partners constituting the Partnership Firm (Copy enclosed) (hereinafter referred to as the **Allottee(s)** which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include all Partners of the partnership firm and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **Other Part**.

OR

M/s _____
(CIN No. _____), a company incorporated, organized, registered and existing under Companies Act, 1956 having its registered office at _____ (PAN No. _____) through Mr. _____ (Aadhar No. _____) (designation) of the company duly authorized by the Board of Directors of the company vide resolution dated _____/ duly authorized vide Deed of General/ Special Power of Attorney dated _____ duly registered in the office of the Sub-Registrar of Assurances, _____ as Document No. _____ on _____ (hereinafter referred to as the **Allottee(s)** which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees, executors, liquidators and permitted assigns) of the **Other Part**.

OR

M/s _____
(PAN No. _____) HUF, through its Karta Mr. _____ (Aadhar No. _____), (hereinafter referred to as the **Allottee(s)** which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include him and each of the members constituting the HUF, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **Other Part**.

OR

M/s. _____
(PAN No. _____), a society registered and existing under the Societies Registration Act, 1860 or under _____ having its registered office at _____ through Mr. _____ (Aadhar No. _____) _____ (Aadhar No. _____) duly authorized by the governing body/Managing Committee vide resolution dated _____/duly authorized vide Deed of General/ Special Power of Attorney dated _____ duly registered in the office of the Sub-Registrar of Assurances, _____ as Document No. _____ on _____ (hereinafter referred to as the **Allottee(s)** which expression shall unless repugnant to

the context or meaning thereof, be deemed to mean and include its successors, liquidators and permitted assigns) of the **Other Part**.

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

WHEREAS:

- A. The Developer has purchased land admeasuring 7006 Square Meters at Plot in Khasra No 1069, Noornagar, NH-58, Raj Nagar Extn, Ghaziabad-201017, (U.P.) (hereinafter referred to as the “**Plot**”) vide duly registered sale deed registered as Document No. – 15354, in book no. -1, volume no.-7707, on page no. 201 to 224 dated 15th October 2013 duly registered with the office of sub-registrar-II, Ghaziabad UP. Government acquired 2150.50 Square Meters land for road widening out of above mentioned plot, and thus the remaining area for the project is now 4855.50 Square Meter which it wants to use for construction and development of a Commercial Complex/project as per the applicable Rules/Bye laws/Regulations/Acts as the case may be.
- B. The Developer has obtained the building plan approvals vide sanction letter No. 171/Master Plan Department/2018 dated 22.10.2018 from Ghaziabad Development Authority (GDA) Ghaziabad. The Promoter agrees and undertakes that shall not make any changes to these layout plans except in strict compliance with section 14 of the U.P Apartment Act 2010 (‘the Act’) and other laws as applicable
- C. The Developer is in the process of developing a multistory Hotel/commercial / Service Apartment project known as “Mangal Heights” (hereinafter referred to as the “**Complex**”) over the said allotted Plot in which would contain Units in the categories of Residential Apartments/Retail, Office, Serviced Apartments, Hotels, Institutional and other usage as per the approval of the concerned Authority. However such product, development, facilities and usage are tentative and shall be decided by the Developer, in its sole discretion.
- D. As of now, FAR (Floor Area Ratio) allowed in the entire project is 3 (Three) and at present 2.999Aprox FAR is proposed to be utilized and maps has been sanctioned utilizing the said FAR which comes to 13105.61 Sq. Mtr. The Promoter reserves its rights to utilize the remaining FAR/unused FAR/ any other additional FAR as per their own policy/ requirements and in accordance with law/approvals by the concerned authorities. Similarly the developer can abandon any part of the project including but not limited to Hotel, Commercial and Service Apartment. The Allottee(s) will have no right to raise any dispute in relation thereto.
- E. The Allottee had approached the Developer vide Application No. _____ dated_____for the allotment of Duplex Showroom/Service Apartment (hereinafter referred as “UNIT” bearing No._____having an approximate Carpet Area admeasuring _____Sq.Mt. (_____Sq.Ft.),Built-up Area_____Sq .Mt (_____Sq Ft.)

on _____ Floor, located in project named as “Mangal Heights” on the aforesaid plot in accordance with the terms and conditions of this Agreement.

- F. The Developer has duly provided to the Allottee and the Allottee has seen, inspected the tentative layout plan, building plans, title documents and all other documents relating to the title, and all other relevant details of the Project as well as in respect of the Unit such as building plans, designs, and specifications of the Project more specifically detailed herein and the Allottee has confirmed that the Allottee is fully satisfied in all respects with regard to the right, title and interest of the Developer in the Project and has understood all limitations and obligations of the Developer in respect thereof.
- G. The Allottee(s) has agreed to the terms and conditions as set out in this Agreement for the allotment of a Service Apartment/ Duplex Showroom unit in the project/complex. The Allottee(s) has also seen and understood the tentative plans, designs and specifications of the booked Unit and project and the Buyer hereby accepts and agrees to abide by the terms and conditions of this Agreement. The Buyer(s) has also seen and understood the details of the Common Areas and facilities, nature of fixtures, fittings and amenities given or proposed to be given and has clearly understood his right, duties, responsibilities, obligations under each and every clause of this Agreement And Whereas the Parties understand that the plans, designs, and specifications of the Project as well as of the Unit are tentative which may undergo some variations, additions, alterations, deletions and modifications therein as it may be deemed appropriate, fit and proper during constructions or as may be done or required to be done in accordance with the directions of any competent government authority or as suggested by the project Architect of the Developer.
- H. The Parties acknowledges that no oral or written representations or statements (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Buyer's Agreement and that this Buyer's Agreement shall be self-contained and complete in itself in all respects. The Parties do hereby confirm declare and state that all the terms and condition stated in this Buyer's Agreement, shall overrule all terms and conditions as prevalent prior to signing this Buyer's Agreement including those of the Application.
- I. The Parties agree and acknowledge that they are entering into this Buyer's Agreement with full knowledge of all the laws, rules regulations, notifications, statutory provisions applicable to the Project including but not limited to the rules and regulations as applicable to the Project and the said Unit. The Allottee agrees and acknowledges that the ownership and occupation of the Unit in the Project will be subject to a number of restrictions as also obligations as detailed in this Buyer's Agreement, and the Allottee offers to so conduct himself/herself/itself
- J. This Agreement is subject to the fulfillment of terms and conditions as detailed below which shall prevail over all other terms and conditions given in Developer's brochures, advertisements, price list , sale documents and any previous correspondence except the terms and condition as

explained and consented by the Buyer(s) in the previously executed Booking Form/Application. This also cancels all previous Buyer Developer Agreements issued, if any, to Buyer(s) against his/her/their application for allotment of this unit

- K. The Allottee/Buyer(s) has represented and warranted to the Developer that he/she/they have the power and authority to enter into and perform this Agreement and the Developer, based on the assurances of the Buyer(s) has agreed to enter into this Agreement with the Buyer(s) in respect of the below mentioned Duplex Showroom/ Service Apartment/ unit on the terms and conditions appearing herein after.
- L. This Agreement is being entered in pursuance of the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") and the Allottee/Buyer acknowledged the details of the Project specifications and time of completion etc. understands and agrees that the same is/shall be in accordance with the declarations and terms of registration under the Act and any modifications are/shall be accordingly are/shall be always accepted and stand consented and approved by the Buyer/Allottee irrevocably.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AN IT IS HEREBY AGREED AND DECLARED BY THE AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

DEFINITIONS

In this Agreement, unless the context otherwise requires,-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Annexure" mean annexure appended to this Agreement;
- (c) "Appropriate Government" means the U.P. State Government;
- (d) "Rules" mean the Rules made under the Real Estate (Regulation and Development) Act, 2016, as applicable in the State of Uttar Pradesh;
- (e) "Regulations" mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016 as applicable in the State of Uttar Pradesh;
- (f) "Section" means a section of the Act;
- (g) "Allottee/ Buyer" means the person to whom a service apartment/duplex showroom, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Developer/Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- (h) i) "Carpet Area" means the net usable floor area of an Service Apartment, excluding the area covered by the external walls, area under services shafts, exclusive of balcony or verandah area and exclusive open terrace area, but includes the area covered by the

internal partition walls of the unit; and specifically, includes internal staircase space within the duplex showroom, excludes external walls.

- (i) "Common Area" means;
- i) The entire land for the real estate project (Excluding Hotel Area) or where the project is developed in phases and registration under the Act is sought for a phase, the entire land for that phase;
 - ii) The stair cases, lifts, staircase and lift lobbies, fire escape, and common entrance and exits of building;
 - iii) The common basement, terraces, parks, play ground, open parking areas and common storage spaces;
 - iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - vi) The water tanks, pumps motors, fans compressors, ducts and all apparatus connected with installations for common use;
 - vii) All community and commercial facilities as provided in the real estate project;
 - viii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

INTERPRETATIONS

Words and expressions use there in and not defined, but defined in the Act, shall have the same meaning respectively assigned to them in the Act.

NOW THEREFORE, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions contained herein, the mutual benefits to be derived there from and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer/Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the "_____ " as specified in recital aforesaid.

1.2 The Total Price/Consideration for the Premises/Unit -based on the Carpet Area of _____ Sq.Ft. is Rs. _____ (Rupees _____ Only) ("**Total Price**"); as per break up given in "**Annexure-A**". It is clarified that:

- (i) The Total Price above includes the booking amount Rs. _____ i.e 10% of Total Price paid by the Allottee(s) to the Developer/ Promoter towards the Premises/Unit, shall be deemed to be the earnest money (the "**Earnest Money**");
- (ii) The Total Price above excludes Taxes (all taxes paid or payable by the Developer/ Promoter by way of Goods and Service tax or any other similar taxes which may be

levied, in connection with the construction of the Project payable by the Developer/ Promoter) up to the date of handing over the possession of the Premises/Unit:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Developer/Promoter, the same shall be charged on such change/ modification;

- (iii) The Developer/Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer/Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Premises/Unit includes pro rata share in the Common Areas;
- (v) The Total Price of the Premises/Unit includes 1) pro rata share in the Common Area; and 2) _____covered parking(s) as provided in the Agreement, details of which are given in "Annexure-A".

1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or township developer and/or any other increase in charges, which may be levied or imposed by the competent authority or the township developer from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the township developer shall enclose the said notification/order/rule/regulation/circular to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in "**Annexure-B**" ("**Payment Plan**").

1.5 It is agreed that the Developer/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Premises/Unit, without the previous written consent of the Allottee(s); Provided further that the Developer/Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act and if deemed necessary by the Architects/Engineers/Professionals engaged for this purposes or if so required by the "Ghaziabad Development Authority" and/or any other authorities/ any regulatory authorities, the Developer may effect and make suitable alterations in the Layout Plans. Such alterations may include change in the area of the "Premises/Unit", the numbering plan of "Premises/Unit" and/or the location of the "Premises/Unit". All such changes either

at the instance of the Regulatory Authorities or otherwise, shall be in strict compliance with the rules and regulations applicable.

- 1.6 The Developer/Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the Completion/Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area allotted to Allottee, the Promoter shall demand that excess amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2/"Annexure-A" of this Agreement.
- 1.7 a) The right, title and interest in the "Premises/Unit" shall be transferred and conveyed in favour of the Allottee(s) by way of a Sale Deed executed by Developer in favour of the Allottee(s), subject to compliance of terms and conditions stipulated herein and as per the laws applicable at the time being in force, including but not limited to the Rules and Regulations of GDA, any other the Competent Authority.
- b) Subject to Clause 9.3 the Developer/Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Premises/Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Premises/Unit, subject to terms of Sale deed;
 - (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer/ Promoter shall convey undivided proportionate title in the Common Areas to the association of Allottees(s) as provided in the Act;
 - (iii) The computation of the price of the Premises/Unit includes recovery of price of land, construction of not only the Premises/Unit, but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project as set out in Annexure-A.
- 1.8 It is made clear by the Developer/ Promoter and the Allottee(s) agrees that the Premises/Unit along with _____ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-

contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of services and infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.9 It is understood by the Allottee(s) that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with Real Estate Regulatory Authority and/or any other concerned competent authority to be filed in accordance with the Rules as applicable in the state of Uttar Pradesh.

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

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

Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate of 12% per annum. The Developer shall also be liable to pay interest at the same rate wherever it is applicable.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Developer/Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Developer /Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque /demand draft or online payment (as applicable) in favour of "**Mangal Buildwell Private Limited Mangal Heights A/c Collection**" payable at Delhi NCR.

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

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the

necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and rules and regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Developer/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT

The Allottee(s) has seen the specifications of the Premises/Unit and accepted the Payment Plan, floor plans, layout plans shown/annexed along with this Agreement, which has been approved/shall be approved/revised/amended by the Competent Authority. The

Developer/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, Floor Area Ratio and density norms and provisions prescribed by Ghaziabad Development Authority and shall not have an option to make any variation /alteration/ modification in such plans, other than in the manner provided under the bye-laws/Act, and breach of this term by the Developer/Promoter shall constitute a material breach of the Agreement, provided that any alteration required in terms of change in the norms of the authority, master plan, bye-laws or under direction of any authority or Government can be made by the developers/ promoters [under general/ standard consent of the Allottee, accorded herein].

7. POSSESSION OF THE SERVICE APARTMENT/ DUPLEX SHOWROOM /UNIT

7.1 Schedule for possession of the said Premises/Unit:

The Developer/Promoter agrees and understands that timely delivery of possession of the Premises/Unit is the essence of the Agreement. The Developer/Promoter, based on the approved plans and specifications (subject to any amendments made by the Competent Authority), assures to hand over possession of the Premises/Unit on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, public nuisance or riots or agitations and change in Governmental or Competent Authority's Policy, Directions, Laws (including, any Statute, Ordinance, Rule, Regulation, Judgment, Notification, Order, Decree, Permission, License or Approval), including but not limited to, expropriation or compulsory acquisition by any Government/GDA of any part of the "Said Project" or rights therein, affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Developer/Promoter shall be entitled to the extension of time for delivery of possession of the Premises/Unit; provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this Allotment shall stand terminated and the Developer/Promoter shall refund to the Allottee(s) the entire amount received by the Developer/Promoter from the allotment within 45 days from that date and without interest. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Developer/Promoter and that the Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession

The Developer/Promoter, upon obtaining the Completion/Occupancy Certificate from the competent authority shall offer in writing the possession of the Premises/Unit, to the Allottee(s) in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer/Promoter shall give possession of the Premises/Unit to the Allottee(s). The Developer/Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Promoter. The Allottee agree(s) to

pay the maintenance charges as determined by the Developer/Promoter/association of Allottee(s), as the case may be. The Developer/Promoter on its behalf shall offer the possession to the Allottee(s) in writing within 15 days of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee(s) to take Possession of:

Upon receiving a written intimation from the Developer/Promoter as per clause 7.2, the Allottee(s) shall take possession of the Premises/Unit from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Promoter shall give possession of the Premises/Unit] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee(s)

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

7.5 Cancellation by Allottee(s)

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the Developer/ Promoter, the Developer/ Promoter herein is entitled to forfeit the booking amount (Earnest money) paid for the Allotment. Where the allottee fails to make payment of three consecutive installments, the booking may be deemed to be cancelled by the Promoter, however the Promoter shall give written notice before effectuating cancellation. The balance amount of money paid by the Allottee(s) shall be returned by the Developer/Promoter to the Allottee(s) within 45 days of such cancellation, the promoter shall have right to deduct the appropriate administrative charges not exceeding 5% of such refund amount.

7.6 Compensation

The Developer/Promoter shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force; Provided that no compensation shall be paid when such defect in title comes into being in a land allotted/ procured from any Govt./Authorities or agency which was acquired under any law or otherwise.

Except for occurrence of a Force Majeure event, if the Developer/Promoter fails to complete or is unable to give possession of the Premises/Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer/Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Premises/Unit, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Developer/Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Premises/Unit.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Developer/Promoter has clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project in terms of the Principal Lease Deed;
- (ii) The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project, which may restrict transfer or delivery of possession of the Premises/Unit to the Allottee(s), save and except as mentioned in the Principal Lease Deed;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Premises/Unit, which may restrict transfer or delivery of possession of the Premises/Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Premises/Unit are/shall remain valid and subsisting and have been obtained by following due process of law. Further, the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Premises/Unit and Common Areas;
- (vi) The Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Developer/Promoter has not entered into development agreement or any other

agreement/ arrangement with any person or party with respect to the part of the Land, including the Project and the said Premises/Unit, which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (viii) The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Premises/Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Sale Deed the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the Premises/Unit to the Allottee(s) and the Common Areas to the association of the Allottee(s);
- (x) The said Land is not the subject matter of any Hindu Undivided Family(HUF) and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Land;
- (xi) The Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer/Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Developer/Promoter fails to provide ready to move in possession of the Premises/Unit to the Allottee within the time period specified subject to any force-majeure event. For the purpose of this clause, 'ready to move in possession' shall mean that the Premises/Unit shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to Developer/Promoter as demanded by the Developer/ Promoter. If the Allottee(s) stops making payments, the Developer/Promoter shall correct the situation by completing the construction

milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest, however allottee shall not have such right if he/they have already defaulted in making payment one or more installment; or

- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer/ Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Premises/Unit, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer/promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Premises/Unit.

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

- (i) In case the Allottee(s) fails to make payments for three consecutive demands made by the Developer/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Developer/ Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond three consecutive months after notice from the Developer/Promoter in this regard, the Developer/Promoter shall cancel the allotment of the Premises/Unit in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(s) by deducting the booking amount (Earnest Money) and administrative charges @ 5% and the interest liabilities and this Agreement shall thereupon stand terminated.
- (iii) Failure to execute the Sale Deed / Maintenance Agreement and/or any other document required to be executed and further fails to pay on or before its due date the Registration Charges, Stamp Duty, Taxes, Maintenance Charges, Maintenance Security or any increases in respect thereof, as demanded by the Developer/Promoter and/or its nominee and/or other Local Body.
- (iv) Assignment/ transfer of any interest of the Allottee(s) in the Premises/Unit without prior written consent of the Developer/ Promoter or without payment of Administrative/ Transfer Charges or not executing documents as asked by the Developer/ Promoter for assignment/ transfer, as may be fixed by the Developer/ Promoter from time to time.
- (v) Dishonor/ Stoppage of payment of any cheque(s) including postdated cheque(s) given by the Allottee(s) for any reason whatsoever.

10. CONVEYANCE OF THE SAID SERVICE APARTMENT/DUPLEX SHOWTOOM/UNIT

The Developer/Promoter, on receipt of complete amount of the Total Price of the Premises/Unit under the Agreement from the Allottee(s), shall execute a Sale Deed and transfer the title of the Premises/Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Developer/Promoter to withhold registration of the Sale Deed in his/her favour till full and final settlement of all dues and stamp duty, registration legal expenses and registration charges to the Developer/Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Registration Act as applicable in the State of Uttar Pradesh including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE BUILDING/ SERVICE APARTMENT/ DUPLEX SHOWROOM/UNIT / PROJECT

- (i) The Developer/Promoter shall be responsible to provide and maintain either itself or through duly appointed Maintenance Agency, essential services in the Project till the taking over of the maintenance of the project by the Association of the Allottee(s).
- (ii) The Allottee(s) agrees and undertakes to enter into and execute a separate Maintenance Agreement with the Developer/Promoter/Maintenance Agency and follow the applicable rules mentioned therein, as the case may be (the "Maintenance Agreement") in relation to provision of "Maintenance Services" in the "Said Project" or separately appointed in relation to the said Project and Premises/Unit. The "Maintenance Agreement" may *inter alia* specify the "Maintenance Services" to be provided in relation to the Premises/Unit and the Said Project and the applicable Maintenance Charges" payable by the Allottee(s) in respect of the same.
- (iii) Further, the Allottee(s) shall pay the monthly Maintenance Charges to the Developer/Promoter/ Maintenance Agency as the case may be as per bills raised by the Developer/Promoter/ Maintenance Agency. The Allottee(s) shall pay prior to taking over the possession of the Premises/Unit Interest-Free Maintenance Security Deposit (IFMSD) @ Rs.200/- per square feet of the carpet area to be utilized for major repairs, replacement of machinery and/or other equipment used for providing maintenance services in the said Project.

12. DEFECT LIABILITY

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

13. RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

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

14. RIGHT TO ENTER DUPLEX SHOWROOMS/SERVICE APARTMENT/UNIT FOR REPAIRS

The Developer/Promoter / maintenance agency /association of Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottees and/or Developer/Promoter /maintenance agency to enter into the Premises/Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE-USE OF BASEMENT AND SERVICE AREAS:

The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Developer/Promoter/Maintenance Agency /association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE DUPLEX SHOWROOMS/SERVICE APARTMENT / UNIT

- (i) Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Premises/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 Building, or the Premises/Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Premises/Unit and keep the Premises/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 Building is not in any way damaged or jeopardized. The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board/ nameplate, neon light, publicity material or advertisement material etc. on the face/ facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the Premises/Unit or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Premises/Unit. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- (ii) The Allottee(s) agrees that the allotted "Premises/Unit" shall be used for A _____ purposes only and the usage of the same cannot be altered or changed without a prior written permission from the Developer/ Promoter. Further, no damage or hazards will be caused/created/kept in the "Premises/Unit" in any manner and all standards of safety, firefighting and insurance etc., notified by the Developer/Promoter and/or any Government Authority will be observed by the Allottee(s). The Allottee(s) shall obtain on his/her/their own cost all such permissions/licenses/approvals from such Competent Authorities as may be necessary to carry on his/her/their activity and business in the allotted "Premises/Unit". Any violation of this covenant shall be construed as event of default. Any change in the specified use, which is not in consonance with the theme and/or terms and conditions of the "Said Project" or is detrimental to the public interest will be treated as a breach of the terms of the Allotment.
- (iii) The Allottee(s) agrees and undertakes that the Allottee(s) shall not do or permit to be done, any of the following acts:
 - (a) To divide or sub-divide the "Premises/Unit" in any manner, which is at all times required to remain a single unit.
 - (b) Store/ stock/ bring into/ keep in the "Premises/Unit" any goods/ material/ fluid/ chemical/ substance of explosive/ hazardous/ combustible/ inflammable nature or any act which has effect of doing so, either directly or through any of the Allottee(s)'s agents, servants, employees, licensees, or visitors, which may cause risk of fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building or neighboring "Premises/ Unit"/ buildings, and/or the assets of the other neighbors.
 - (c) The Allottee(s) shall not make any alteration in the Façade of the "Premises/Unit". It is further agreed by the Allottee(s) that Developer shall through its authorized representative be allowed to inspect the "Premises/Unit" with a reasonable notice to the Allottee(s) during the subsistence of the "Premises/Unit" Allottee(s) Arrangement
- (iv) The Allottee(s) further agrees, acknowledges and undertakes:
 - (a) To strictly follow the Building By-Laws and Rules as prescribed by GDA/ Competent Authorities from time to time and in force and Rules made by the Developer/

Promoter. The Allottee(s) further undertakes to follow the relevant Municipal By-Laws and Rules as may be applicable from time to time over the Premises/Unit and to pay all applicable Taxes.

- (b) The responsibility of provision of fire safety, public health services and general services shall be entirely of the Allottee(s).
- (c) For the fit out inside the Premises/Unit no wall / ceiling/ mezzanine shall be constructed without the written permission of the Developer/ Promoter/ Maintenance Agency as the case may be. The false ceiling of the Premises/Unit if any shall be so designed /constructed by the Allottee(s) in accordance with the fire safety rules and further to make provisions for smoke detector/ water sprinkler etc. The Allottee(s) shall further provide and install all fire safety and firefighting measures / equipment in the Premises/Unit and shall abide by all fire safety rules & regulation. The Allottee(s) shall prepare and submit the plans in triplicate to the Competent Authority (ies), clearly marked and indicating the complete fire protection arrangements and means of escape/access for the Premises/Unit with suitable legend and standard signs.
- (d) The Allottee(s) will maintain the ambience of project. It will also be the responsibility of the Allottee(s) not to allow/ induct a new occupier/ tenant without taking prior written approval from the Developer/ Promoter/ Maintenance Agency on the nature of business that the new Allottee(s)/ Occupant/ Tenant wishes to conduct from the Premises/Unit.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S)

The Allottee(s) is entering into this Agreement for the Allotment of the Premises/Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Premises/Unit, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Premises/Unit at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

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

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

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

20. APARTMENT OWNERSHIP ACT AS APPLICABLE IN THE STATE OF U.P

The Developer/Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Uttar Pradesh Premises (Promotion of Construction, Ownership and Maintenance) Act.

21. BINDING EFFECT

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

22. 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 Service apartment/ Duplex Showroom/ Unit, as the case may be.

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Developer/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making

payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Developer/Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Developer/Promoter to exercise such discretion in the case of other Allottee(s).

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

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer/Promoter through its authorized signatory at the Developer/Promoter's Office, or at some other place, which may be mutually agreed between the Developer/Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement, the same shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed within the jurisdiction of the office of said Sub-Registrar.

30. NOTICES

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

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion. In case the amicable settlement is not reached then the same shall be settled by way of arbitration proceedings, as per the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator appointed and nominated by the Promoter out of a panel of Arbitrators (whose location shall be any place within NCR of Delhi) the same shall be settled through the adjudicating officer appointed under this Act.

34. GENERAL CLAUSES

- (i) The Allottee(s) acknowledges that the Developer/Promoter has provided all information & clarifications as required by the Allottee(s) and that the Allottee(s) has made his/her independent assessment and that he/she/it/they have made requisite enquiries in electing to buy the Premises/Unit and that Allottee(s) without relying on any of the Developer/Promoter's sales and promotional material and is not influenced by any Architect Plans, Sales Plans, Sale Brochures, Advertisements, Representations, Warranties, Statements or Estimates of any nature whatsoever whether written or oral made by the Developer/Promoter/Representatives or otherwise including but not limited to any representations relating to description or physical condition of the Said Project and area of the Said Project and the Premises/Unit (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Developer/Promoter, the estimated facilities/amenities to be made available to the Allottee(s) or any other data except as specifically represented herein but the Allottee(s) had also otherwise made

investigation and after full satisfaction has made his own judgment in deciding to apply for allotment of the Premises/Unit. There is no inducement or any promise/obligation by the Developer/Promoter save and except what is stated hereunder.

- (ii) The Allottee(s) agrees and acknowledges that the Allottee(s) has applied for Allotment of "Premises/Unit" after having conducted requisite due diligence, examination and independent judgment and with full knowledge of all the Laws, Rules, Regulations, Notifications, statutory provisions applicable to the development, use and enjoyment of the Premises/Unit and that the Allottee(s) has fully understood his rights, duties, responsibilities, obligations there under, and the Allottee(s) undertakes to abide by the same.
- (iii) The Allottee(s) shall be solely responsible and liable for any financial assistance as may be required by him for purchasing the Premises/Unit. However, the Developer/Promoter will assist the Allottee(s) in this regard as a gesture of goodwill but not under any obligation. Though it is expressly agreed and understood but it is further to clarify that the Developer/Promoter shall not at all be liable and/or responsible in case loan is not granted to the Allottee(s) by the Bank/Financial Institution for purchase of the Premises/Unit.
- (iv) The "Developer" has made clear to the Allottee(s) that it may carry out extensive developmental/construction activities in future in the entire area falling outside the Said Project and that the Allottee(s) has confirmed that he/she/it/they shall not raise any objections or make any claims or default in any payments as demanded by the Developer/Promoter on account of inconvenience, if any, which may be suffered by him/her/them due to such developmental/construction activities or incidental/related activities and this undertaking shall survive throughout the occupancy of the Premises/Unit by the Allottee(s), his/her/their legal representatives, successors, administrators, executors, permitted assigns etc.
- (v) Any delay or indulgence by the Developer/Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s) shall not be construed as a waiver on the part of the Developer/Promoter of any breach or non-compliance of any of the Terms and Conditions of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Developer/Promoter.
- (vi) Any notice or other writing required or permitted to be given here under (referred to in this Clause as a "Notice") to any Party shall be deemed to be sufficiently served if delivered personally, sent by prepaid registered post/mail or other form of recognized communication at the address mentioned in the signed agreement
- (vii) That where any payments are made by any third party by or on behalf of the Allottee(s), the Developer/Promoter shall not be responsible towards any such third party and such third party shall not have any right in Premises/Unit, except as may be specifically consented to by the Developer/Promoter.

- (viii) That in case of death of the Allottee(s), the Premises/Unit would be transferred to the legal heir(s) of the Allottee(s) on submission of the required documents, as per the Applicable Law.
- (ix) If as a result of any law that may be passed by any Legislation, Rule, Regulation, Order or Notification that may be made and/or issued by GDA, Competent Authority or any other Authority including the Municipal Authority, and as a result of which the Developer/Promoter is unable to complete the Said Project, then the Developer/Promoter may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate courts, Tribunal(s) and/or Authority. In such a situation, the money (ies) paid by the Allottee(s) in pursuance of this Agreement shall continue to remain with the Developer/Promoter and the Allottee(s) agrees not to move or to obtain specific performance of the terms of this Agreement, it being specifically agreed that allotment against this Agreement shall remain in abeyance till pending adjudication and further determination by the Court(s) / Tribunal(s)/ Authority (ies). However the Allottee(s) may, if he/she so desires, become a party along with the Developer/Promoter in such litigation to protect Allottee(s) rights arising under this 'Arrangement'. In the event of the Developer succeeding in its challenge to the impugned Legislation, Rule, Regulation or Order, as the case may be, it is hereby; agreed that this Agreement shall stand revived and the Allottee(s) shall be liable to fulfill all obligations as provided herein. It is further agreed that in the event of the aforesaid challenge of the Developer to the impugned Legislation, Order, Rule or Regulation does not succeed and the said Legislation, Order, Rule or Regulation becomes final, absolute and binding, then the Developer/Promoter will subject to the provisions of law/court order refund to the Allottee(s), the amounts attributable to the "Premises/Unit" (after deducting interest on delayed payments, processing fee, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Allottee(s) by the Developer/Promoter without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Developer/Promoter and the Allottee(s) hereby agree that they will accept such Developer's decision, in this regard to be final and binding. Save as otherwise provided herein, the Allottee(s) shall not have any other right or claim of whatsoever nature against the Developer/Promoter under or in relation to this Agreement.
- (x) For all payments, the date of clearance of the demand draft/ pay order/ cheque shall be taken as the date of payment. The dishonor of the demand draft/pay order/cheque for any reason, shall entitle the Developer to charge from the Allottee(s) an additional amount of Rs. 1000/- (Rupees One Thousand Only) towards loss of creditability, administrative & handling charges.
- (xi) The Allottee(s) shall be entitled to a receipt, to be issued by the Developer/Promoter against every demand draft/ pay order/cheque / on line payment issued by the Allottee(s), subject to the clearance of the said demand draft/ pay order/cheque.
- (xii) The Allottee(s) shall pay the entire amount as per payment schedule on or before the due date specified for the same. No cash and part payment shall be accepted and if the Allottee(s) deposits any part payment of the Installment, the same shall constitute default in the payment.

- (xiii) That in case the Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the said "Premises/Unit" for the Allottee(s), the Developer/Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer/Promoter for the said Premises/Unit. Further the Allottee(s) undertakes to indemnify and hold the Company free and harmless from and against any or all liabilities and expenses in this connection.
- (xiv) At any time prior to payment of total sale consideration and other charges mentioned elsewhere herein along with interest thereon as agreed to be paid and prior to the execution of the Sale Deed, the Allottee(s) may assign/transfer right to purchase the entire "Premises/Unit" (not in parts), on payment of the Administrative Charges, at such rate as may be informed by the Developer/Promoter from time to time and on payment of Stamp Duty, Taxes, if any, demanded by the Concerned Authority on such transfer. Notwithstanding above, the first Transfer shall not attract the Administrative Charges, however, all subsequent transfer after first transfer shall attract Administrative Charges at such rate as may be informed by the Developer/ Promoter from time to time. Any change in the name (including additions/ deletion) registered as Allottee(s) with the Developer/promoter will be deemed as Transfer for this purpose. The Administrative Charges for the Transfer of "Premises/Unit" amongst family members (husband/wife and own children/ mother/ father) will be 25% of the normal Administrative Charges for every transfer. The Claims, if any, between Transferor and Transferee as a result of subsequent reduction/increase in the area or its location will be settled amongst themselves only and the Developer/Promoter will not be a party to it. It will be the responsibility of the Transferor to obtain and comply with the provisions of any applicable law of the Government of India / Government of Uttar Pradesh/ GDA/ Municipal Corporation which may charge unearned increase on the rate of the Land at the time of transfer and the liability to pay this unearned increase including taxes in case of such transfer shall be to the account of Allottee(s). Further, each and every transfer shall have to be endorsed by the Developer/Promoter. In case, it is discovered otherwise, the Developer/ Promoter shall hold the original Allottee(s) whose name stands in the records of the Developer/ Promoter before such endorsement, liable in all eventualities of default and obligations.
- (xv) The Allottee(s)/Transferor/Transferee undertake to pay the applicable Administrative Charges from time to time as communicated by the Developer/Promoter for such transfer, substitution and assignment (including towards the execution of any Agreement, Documents, or Contractual Agreement as may be required under any applicable law), together with arrears of installment(s) along with interest thereon due and also any applicable Stamp Duty, Taxes, Levies payable for such Transfer, Substitution /Assignment, shall be to the sole responsibility of and shall be payable by the Allottee(s) /Transferor / Transferee prior to such substitution/ assignment.
- (xvi) Headings to the Clauses and Schedules of this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement.

- (xvii) The Annexures/Schedules hereto form part of this Agreement and are expressly incorporated herein.
- (xviii) The Parties agree that this “Agreement” may be executed in two counterparts, each one of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
- (xix) The instant Agreement is being executed in compliance of the Provisions of Real Estate Regulation Act (RERA), 2016 and shall in all circumstances supersede any and all previous Agreement / Arrangement / Addendum / signed or executed hereinbefore.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at GHAZIABAD in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER For MANGAL BUILDWELL PRIVATE LIMITED AUTHORISED SIGNATORY	Please affix photograph and sign across the photograph
SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S)	
1.	Please affix photograph and sign across the photograph
2.	Please affix photograph and sign across the photograph
WITNESSES:	
1. Signature Name Address	
2. Signature Name Address	

ANNEXURE A

BREAK-UP OF COST OF DUPLEX SHOWROOM/SERVICE APARTMENT/UNIT

(Refer to Clause 1.2)

Name of the First Allottee & Address	
Status of Applicant(s)	Individual/Company/Firm/NRI/Foreign National
AADHAR Number	
PAN Number	
Name of Project	"Mangal Heights"
Location of the Project	Khasara No 1069, NH 58, Noornagar, Raj Nagar Extension Ghaziabad UP 201017.
Type of Unit (Duplex showroom/Service Apartment)	
Description of Unit	
Carpet Area of the Unit as per Real Estate (Regulation & Development) Act, 2016	_____ Sq.Mtr. _____ Sq.Ft.
Built-up area of the unit	_____ Sq.Mtr. _____ Sq.Ft.
Balcony area of the unit	_____ Sq.Mtr. _____ Sq.Ft.
PLC (Preferred Location Charges)	
Covered Parking-1	
Covered Parking-2	
Amount of Consideration (Rs.)	
Other Charges (Payable at the time of possession)	
a) Power Backup (1 KVA Free) additional Power backup @ Rs 25000/- Per KVA	
b) Interest Free Maintenance Security Deposit @ Rs. 200/- per Sq. Ft. on Carpet Area	
c) Electric Substation Charges	As per actual
d) Monthly Maintenance charges (MMC) - 12 Months MMC in Advance	To be decided at the time of possession
Amount paid on Application	
Amount Payable on Allotment	
Due date for payment of allotment money	

ANNEXURE-B
PAYMENT PLAN