

AGREEMENT TO SELL

This Agreement to Sell ("**Agreement/ATS**") executed on this ____ day of _____, 20____,

By and Between

Gaursons Hi-Tech Infrastructure Private Limited, a private limited company incorporated under the provisions of the Companies Act 1956 and validly existing under the provisions of the Companies Act 2013 bearing corporate identification number U45201DL2006PTC145526, having its registered office at Office No-F-101, First Floor, Plot no 2/3, Ashish Commercial Complex, LSC, New Rajdhani Enclave, Delhi-110092, and its corporate office at Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad-201010, Uttar Pradesh (**PAN No.** _____), (hereinafter referred to as the "**Company/Developer**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assignees), represented by its authorized signatory Mr./Mrs./Ms. _____ (Aadhaar no. _____) S/W/D/o _____, authorized vide board resolution dated _____ (attached herein);

AND

Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

Mr./Mrs./Ms _____ (Aadhar no. _____ and PAN _____)
 _____ aged _____ about _____, residing _____ at _____
 _____ and **Mr./Mrs./Ms.** _____
 _____ (Aadhar no. _____ and PAN _____)
 _____ aged _____ about _____, residing _____ at _____
 _____, 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 assignees).

Definitions

Act: means the Real Estate (Regulation and Development) Act 2016.

Applicable Law(s): means all statutes, enactments, acts of legislature or parliament, including the Act, ordinances, laws, rules., bye-laws, building bye-laws, regulations, notifications, guidelines, directives and orders of the state government, statutory, municipal, or regulatory authority (including those issued by the GDA), tribunal, board, court, including approvals, guidelines, requirement or other governmental restriction and whether in effect as of the date of this Agreement or thereafter. ,

Authority/UP RERA: means Uttar Pradesh Real Estate Regulation Authority.

Carpet Area: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Common Area: means

- (i) the entire land for the real estate project, or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) the common basements, terraces, parks, playground, 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, sumps, 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;

Explanation:- community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.

Company/Developer

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Date:.....

(viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use

Common Area Facilities: means all the facilities which will be developed for the use of allottees/occupants of the Project.

Deemed Completion: means, as envisaged in The Uttar Pradesh Urban Planning and Development Act, 1973, The Uttar Pradesh Industrial Area Development Act, 1976 and the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010 and the bye-laws of the concerned development authority, that in case the completion certificate/ occupancy certificate is not issued by the prescribed sanctioning authority within 3 (three) months of receipt of the application for obtaining completion certificate/occupancy certificate and/or notice of completion, complete with all the required certificates and other documents required, it shall be deemed that the completion certificate/occupancy certificate has been granted after the expiry of 3 (three) months.

Earnest Money: means 10% of the total cost of the Apartment/Unit.

Government: means Government of Uttar Pradesh

Project: means the entire group housing complex being developed by the Company/Developer on the Project Land in the name and style of “**Gaur NYC Residences**”, labeled as "Schedule - ____ .

Project Land: means the entire plot of land admeasuring 47735.55 square meters (approx. 57091.71 square yards) being the Plot No. GH-06, Kingwood Enclave, Sector-03, Wave City, NH24, Ghaziabad, Uttar Pradesh that has been sold and transferred in favour of the Company/Developer, as specified in the details outlined in Recital E of this Agreement, upon which the Project is being developed.

Project Maintenance Charges: means the monthly charges payable by the each allottee/occupant of the apartments/units within the Project to the Company/Developer/nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the project.

Regulations: means the regulation made under the Act.

Rules: means the rules for the state under the Act.

Total Area: - means the Carpet Area and the proportionate Common Area.

***Note:** For the purpose of clarity Common area maintenance charges and other facility charges are taken and calculated on the Total Area which includes Carpet Area and proportionate share in the other common areas.*

Township Maintenance Charges: means monthly charges payable by the each allottee/occupant of the apartments/units within the Project to the Company/Developer/nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the Hi-Tech Township and which shall be transferred to Original Vendor or its nominated agency who is maintaining the same.

WHEREAS:

Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

- A. The Housing & Urban Planning Department, Government of Uttar Pradesh keeping in view the mandates of the National and State Housing Policies, announced a Hi-Tech Township Policy as issued by Government Order No. 3189/Eight-1-07-34-Vividh/03, dated 16th August, 2007, which was revised by Government Order No. 3872/Eight-1-07-34-Vividh/03, dated 17th September, 2007 and Government Order No. 4916/8-1-07-34-Vividh/03, dated 27th August, 2007, which were issued in continuation of Hi-Tech Township Policy-2003 announced by the Government of Uttar Pradesh vide Government Order No. 6087/9-A-2003-34-Vividh/03, dated 22nd November, 2003, to be known as the ("**Hi-Tech Township Policy**") to promote and facilitate private sector participation in the development of hi-tech townships with world class infrastructure and for which it invited proposals for development of hi-tech townships in the State of U.P.
- B. Accordingly, a High Power Committee was constituted by the Government of Uttar Pradesh for selection of developers which thereafter selected M/s. Uppal Chadha Hi-Tech Developers Private Limited ("**Original Vendor**") for the development of a Hi-Tech Township ("**Hi-Tech Township**") located at Sardar Kulwant Singh Chadha Marg, NH-24 near the town Ghaziabad in Uttar Pradesh - 201015.
- C. In terms of the Hi-Tech Township Policy, a Memorandum of Understanding / Amended / Revised Memorandum of Understanding was signed between the Ghaziabad Development Authority ("**GDA**") and the Original Vendor from time to time for the development of Hi-Tech Township.
- D. For the purpose of the development of Hi-Tech Township, the Original Vendor had acquired the requisite land through direct purchase apart from having been transferred some land by the GDA under the Hi-Tech Township Policy. Accordingly, the DPR/Revised DPR for the entire Hi-Tech Township project submitted by the Original Vendor was approved by the GDA, comprising of 4500 acres (approximately) of land ("**Hi-Tech Township Land**") vide its Memo No. 758/Master Plan Section/2011, dated 22.07.2011 subsequently revised vide its Memo No 272/Master Plan/2013 dated 03.10.2013. Further, the Detailed Layout Plan was approved by the GDA vide its Memo No.354/Master Plan/794/Zone-5/2012-13, dated 28.02.13 subsequently revised vide the Memo No. 534/M.P./2013-14 dated 02.11.2013 and in pursuance to which a Development Agreement was signed between the GDA, and the Original Vendor, in terms of the Hi-Tech Township Policy of Uttar Pradesh Government.
- E. That the Original Vendor has developed the Hi-Tech Township under the name and style of "**WAVE CITY**" on the Hi-Tech Township Land and allotted the plots of different sizes to the prospective purchaser(s). Accordingly, the Plot No. GH-06, admeasuring 47735.55 square meters (approx. 57091.71 square yards) falling in Kingwood Enclave, Sector-03, Wave City, NH24, Ghaziabad, Uttar Pradesh was sold in favour of the Company/Developer by virtue of the Conveyance Deed dated March 31, 2023 duly registered in the office of Sub-Registrar, Sadar III, Ghaziabad, Uttar Pradesh on 31st March, 2023 in Book No. 1, Volume No. 17594 on pages 245 to 314 with registration number 3134.

Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

- F. The said plot is earmarked by the Company/Developer for the purpose of developing a group housing complex.
- G. The Company/Developer has registered the group housing complex in the name and style of **"Gaur NYC Residences"** ("**Project**"), which is being developed upon the Project Land, under the provisions of the Act with the Real Estate Regulatory Authority at **Lucknow** on date _____ under registration no. _____;
- H. The Company/Developer is fully competent to enter into this Agreement and has completed all the legal formalities with respect to the right, title and interest of the Company/Developer regarding the Project Land on which Project is to be constructed.
- I. The Allottee had applied for a residential unit in the Project **"Gaur NYC Residences"** vide application no. _____ and booking no. _____ dated _____ and has been allotted the apartment/unit no. _____ admeasuring Carpet Area of sq. mtrs. (..... sq. ft.), (herein after referred as the **"Said Apartment/Unit"**) on the _____ floor of the tower _____ of the Project along with parking no. _____ in the _____, as permissible under the Applicable Law(s) and pro rata share in the common areas of the said Project ("**Common Areas**") as defined under clause (n) of Section 2 of the Act and the floor plan of the Apartment/Unit, specification of the Apartment/Unit, Parking Layout Plan and its Specification.
- Note: The Project adopts and implements a practice wherein the 13th floor is designated and marked as the 14th floor across all blocks. Following this pattern, subsequent floors are designated and marked accordingly.*
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Allottee(s) also understands that the membership fee and the terms & conditions for use of any amenities within the Project shall be such as may be prescribed/ decided by the Company/Developer/ its nominated agency from time to time. The Allottee(s) shall also strictly follow all the rules and it is clearly specified herein that amenities within the Project means amenities developed by the Company/Developer particularly for the Project. The Allottee(s) also understands that by buying the Apartment/Unit with the Company/Developer, Allottee(s) shall not get any right on the amenities/ facilities in the Hi-Tech Township.
- L. The Allottee(s) understands and acknowledges that a club facility is being developed within the Project premises, which shall be available for the use of residents of all the towers within

Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

the Project, subject to the payment of fees and the compliance with the terms & conditions as may be prescribed/ decided by the Company/its nominated agency from time to time.

- M. The Allottee(s) hereby understands, acknowledges, and accepts that a lounge facility is being developed on the roof of Tower A in the Project, which is intended solely and exclusively for the use of the residents of Tower A. Residents of Tower A shall be required to pay charges at the rate of Rs. 0.25/- per square feet per month, towards the maintenance of the lounge facility, in addition to the maintenance charges which are being paid towards the maintenance of the Project and the Hi-Tech Township. The residents of other towers shall have no right of access to this lounge and shall not raise any objections and/or claims against such exclusive access to the residents of Tower A.
- N. The Company/Developer shall make provision for electronic vehicle chargers within the Project in accordance with the prevailing Green Building norms. However, the acquisition and installation, of EV chargers, the operation and maintenance of the charging stations and points shall be the sole responsibility of the RWA/AOA and the residents of the Project.
- O. The Said Apartment/Unit shall be sold as an independent apartment/unit with undivided interest in the common areas and facilities of the Project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.
- P. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- Q. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Company/Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Said Apartment/Unit and the open/covered parking (if applicable) as specified herein.

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 Subject to the following terms and conditions along with the other stipulations and representations detailed in this Agreement, the Company/Developer agrees to sell to the

Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

Allottee(s) and the Allottee(s) hereby agrees to purchase, the Said Apartment/Unit as specified in Recital I above:

- a) Both the parties confirm that they have read and understood the provisions of Section-14 of the Act.
- b) The Project “**Gaur NYC Residences**” is a part of the Hi-Tech Township i.e. Wave City and the layout plan of the Hi-Tech Township has been sanctioned by the GDA wherein land of various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities shall be confined up to this particular **Project** only (as specified herein). The up keeping and maintenance of the Project will be carried out by the Company/Developer and/or its nominee. The owner(s) of respective apartment/units within the Project shall be liable to pay maintenance charges where at present the amount of maintenance is Rs. _____/- (Rupees _____ only) per month per apartment/unit (GST Additional), out of which Rs. _____/- (Rupees _____ only) per month shall be transferred to the Original Vendor or its nominated agency on account of Hi-Tech Township maintenance charges. These charges are tentative which is based on current costing and these shall be revised at the time of offer for possession and these charges shall be calculated on the Said Apartment/Unit only. Terrace/paved/green area shall not be considered for calculation of maintenance charges of respective apartment/unit. The said maintenance charges shall be escalated 10% every year and Hi-Tech Township maintenance also be escalated proportionately.

Note:- In future, if there is any increase in Hi-Tech Township maintenance charges by the Original Vendor or its nominated agency, then component of Hi-Tech Township maintenance charges shall be revised accordingly in addition to revision of maintenance as per agreed terms.

- c) As per the Agreement, the Allottee(s) and their family members have the right to visit and inspect the Project site during the course of construction. However, it should be noted that while exercising this right, any loss or damage incurred to the Allottee(s) will not be the responsibility of the Company/Developer. Therefore, it is advisable to take necessary precautions while visiting the Project site.
- d) In the event of any delay by the Government authorities in providing amenities such as road, electricity, sewer, and water supply, such delay shall not be attributed to the Company/Developer.
- e) The Allottee and co-allottee (if any) shall have an equal share in the Said Apartment/Unit. In the event of the death of either the Allottee(s) or the co-allottee, the allotment will proceed only upon submission of a certificate regarding the legal heirs of the deceased from the appropriate authority, along with a No Objection Certificate from the Bank/NBFC/Housing Finance Company/any other Financial Institution, if a loan has been availed. Similarly in a case where any dispute arises between the Allottee(s),

Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

allotment will continue only after providing consent in writing by them and No Objection Certificate from the Bank/NBFC/Housing Finance Company/any other Financial Institution concerned. Interest shall be charged on delayed payments, and any disputes mentioned above shall not warrant an interest waiver of any kind. In above mentioned circumstances the Company/Developer shall hold the booking/allotment for two months only and there after the Company/Developer can cancel the Said booking/allotment and the Allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount which shall be refunded after deduction as procedure described in this Agreement. For the refund the consent of all Allottee(s) with respect to the share shall be necessary.

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

- f) Further any delay on account of the Authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of the Company/Developer.
- g) That it shall be necessary to obtain a No Dues Certificate/NOC from the Company/Developer in case of subsequent sale/transfer along with due incorporation of the particulars of the subsequent transferee(s) with the Company/Developer, and the said NOC will be issued by the Company/Developer upon payment of applicable administrative charges and transfer charges + taxes as applicable at that time, further in case any transfer charges are payable to GDA/Original Vendor that will be paid directly by Allottee.
- h) That the Allottee(s) understands and agrees that the Company/Developer shall not entertain or execute any endorsement/ nomination/ assignment of the rights of the Allottee(s) before the execution of final sale deed. The endorsement/nomination/assignment shall be allowed at the sole discretion of the Company/Developer, upon payment of applicable charges.
- i) The electricity infrastructure shall be provided for the capacity as opted in the application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement (If Required),
***Note:** At the time of obtaining Completion Certificate/ Occupancy Certificate, Company/Developer will apply for electrical connection, at that time there may be the following two scenarios:*
 - 1) **Single Point Connection:** In this case Company/Developer shall provide the infrastructure and meter to the Allottee(s). The proportionate security deposit with the concerned electricity/power authority will be deducted from the IFMS at the time of handing over the

Company/Developer

Signature of the Allottee(s)

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maintenance and common area of the project to the Resident Welfare Association (RWA)/Apartment Owner's Association (AOA).

- 2) **Multi point Connection:** *In this case, the Company/Developer shall provide the infrastructure for electricity in the Said Apartment/Unit and the Allottee(s) will apply directly for electricity connection to the concerned electricity/power authority/ UPPCL/PVVNL. The cost of the meter, installation, and security deposit shall be borne by the Allottee(s) itself.*

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

- j) That the power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the allottee(s) and its rate shall be decided at the time of offer for possession depending upon the prevailing prices of fuel. The DG equipment and cabling shall be designed with 80% diversity factor. For example for 100 KVA load only 80 KVA capacity shall be installed. The D.G. back-up facility shall be subject to the policies of the Government and any modifications or alterations to the same in compliance with the changes in these policies shall incur additional charges for the allottees.
- k) The Company/Developer shall charge for water supply charges at the rate of minimum Rs. ____/- (Rupees _____ only) per apartment/unit per month or actual bill on basis of consumption whichever is higher and Common Area Electricity charges at the rate of minimum Rs. ____/- (Rupees _____ only) per apartment/unit per month or actual bill on basis of consumption whichever is higher. GST shall be charged additionally. These charges are apart from Maintenance charges. These rates shall be subject to escalation every year by minimum @ 10% per annum. Water meter cost shall be borne by the Allottee(s).
- l) IFMS* (Interest Free Maintenance Security Deposit) shall be paid and maintained by the Allottee(s) as per the Clause 11 of this Agreement.
- m) That in case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the Allottee(s) or Bank/NBFC/Housing Finance Company/any other Financial Institution, the Company/Developer has the sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 25000/- (Rupees Twenty-Five Thousand only) excluding applicable Taxes, as administrative charge and shall be payable by the Allottee(s).
- n) All the common area facilities such as community building and swimming pool etc. will be completed only after completion of all the towers as specified herein. As such the Allottee(s) must take the possession of Said Apartment/Unit as soon as it is made

Company/Developer

Signature of the Allottee(s)

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Date:.....

available for possession on the basis of completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate.

- o) The financial arrangement for the acquisition of the Said Apartment/Unit is the sole responsibility of the Allottee(s). If there is a delay in disbursement by the Bank/NBFC/Housing Finance Company/any other Financial Institution, the Allottee(s) shall be responsible for bearing all the due interest on the delayed payment.
- p) In the event of cancellation of the Said Apartment/Unit by the Company/Developer, as a result of any default on the part of the Allottee(s) and/or if the Allottee(s) voluntarily cancels the unit, the Company/Developer, in addition to the deductions permissible under the application form/this Agreement, shall have the right to adjust/deduct the value of the benefits extended to the Allottee(s) under any scheme (in the form of free gifts/assured rental etc.) during the continuance of the booking, before releasing the refund amount (if any), that the Allottee(s) may be entitled to receive.
- q) After the Company/Developer has made the offer for possession to the Allottee(s), no request for any kind of change, modification or alteration in the name(s) of the Allottee(s) shall be entertained by the Company/Developer, except for the changes, modification or alteration, which may be required in compliance with the Applicable Law(s).
- r) The Allottee(s) shall be bound to ensure their presence for the execution and registration of the final sale deed within a period of 3 (three) months from the date of completion certificate with respect to the Project.
- s) The Allottee(s) undertakes and confirms that no action, suit, proceedings or investigation is pending or, in the knowledge of the Allottee(s), is threatened against the Allottee(s) before any court of law or government authority or any other competent authority which might have a material effect on the financial and other affairs of the Allottee(s) and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/purchase money had been paid to the Company/Developer. The Company/Developer reserves the right to cancel this allotment/ Agreement to Sell in case of failure of the Allottee(s) to disclose the pendency of any criminal investigation against the Allottee(s) before any court of law or government authority or any other competent authority in which the Allottee(s) was already facing charge sheet and/or which might put into question the legitimacy or authenticity of the sources of the funds through which the allotment/booking/purchase money had been paid to the Company/Developer.

Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

- t) The Allottee(s) acknowledges and accepts that the Project is a part of the Hi-Tech Township, and all facilities and services in the Hi-Tech Township will be provided by M/s. Uppal Chadha Hi-Tech Developers Private Limited.
- u) The Allottee(s) acknowledges and accepts that several services of the residential units and the convenient shopping area, in the Project, are integrated. Such services include electric, plumbing, water, fire services, power back-up, sewer and other related facilities. The Allottee(s) hereby confirms and accepts that the Allottee(s) shall not raise any objection on the usage of these facilities by the owner(s)/allottees of the convenient shopping area of the Project.
- v) The Project consists of multiple towers that will be constructed in a phased manner, with the acquisition of the relevant part completion certificate/part occupancy certificate, completion certificate/occupancy certificate, deemed completion/deemed occupation for each tower. The final common areas, community building, gym, swimming pool, landscape, and other related facilities will only be handed over after the completion of all the towers. The Allottee(s) and/or RWA/AOA shall be liable to pay the entire maintenance charges and shall not be entitled to withhold or reduce the maintenance charges during the progression of such work.
- w) The Allottee(s) accepts and acknowledges that the Project is part of Hi-Tech Township for which necessary agreements, MOUs and documents have been executed between M/s. Uppal Chadha Hi-Tech Developers Private Limited and Government of Uttar Pradesh/GDA and all the stipulations outlined in these agreements, MOUs and documents, including the Conveyance Deed and other terms and conditions of the Hi-Tech Township Policy shall be applicable to the Project Land and the Project and shall be binding upon the Allottee(s).
- x) The Allottee(s) accepts and acknowledges that the convenient shopping area and the setback area located in front of the convenient shopping area, along with any connected covered or open areas connected to the convenient shopping, shall not constitute part of the Common Area. These designated areas shall consistently remain independent and under the ownership of the Company/Developer, as also specified under the deed of declaration as per Section 12 of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Company retains the freedom to retain or transfer the ownership of such areas to any other party.
- y) The entry and exit of the convenient shopping area are separate and the services for both the residential and convenient shop areas are common for all. Therefore, electricity and maintenance for the convenient shops shall be charged at the same rates as for residential units. The RWA/AOA retains no right to object to or interrupt the services of the convenient shop as long as they are regularly paying all their dues towards the electricity and maintenance to the RWA/AOA.

Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

- z) Any dispute with regard to allotment shall be subject to arbitration by a sole arbitrator appointed by the Company only.

1.2 The Total Cost for the Said Apartment/Unit is Rs. _____/- (Rupees _____ only) (Inclusive of GST).

Notes:

- a. The above mentioned Total Cost of the Said Apartment/Unit has been calculated on Carpet Area.
- b. GST of @5% is included in the Total Cost of Said Apartment/Unit and is subject to change depending on Govt. policies.

1.3 The Total cost of Said Apartment/Unit is exclusive of one year maintenance charges, water and common area electricity charges and Interest Free Maintenance Security or other charges (if any).

- a. Maintenance charges shall be applicable from the expiry of 3 months from the date of offer of possession or actual possession, whichever is earlier.
- b. GST of @18% shall be levied on Maintenance Charges, water charges and common area electricity charges and other facility charges (if any).

1.4 Payments to be made by A/c Payee Cheque(s), Demand Draft(s)/ RTGS Transfers in favour of Gaursons Hi-Tech Infrastructure Private Limited at Delhi/Noida/Ghaziabad. A/c payee Cheque should be of Delhi NCR or at par.

1.5 If the Allottee (s) makes the payment directly to Company/Developer's account then such payment shall be considered to be received only after the Company/Developer issues a receipt for such payment.

1.6 Explanation:-

- i. The Total Price above includes the booking amount paid by the Allottee(s) to the Company/Developer towards the Said Apartment/Unit;
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Company/Developer by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Company/Developer, by whatever name called) up to the date of handing over the possession of the Apartment/Unit to the Allottee and the Project to the RWA/ AOA or the competent authority, as the case may be, after obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable): (GST subject to variation as per government norms)

Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the Company/Developer shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of the completion of the Project as per registration with the Authority, which shall include the extension of registration if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- iii. The Allottee(s) is fully satisfied with the cost of the Said Apartment/Unit and has agreed to pay all the payments / amounts as per the agreed / applicable payment plan. The Allottee(s) hereby also agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the Company/Developer in accordance with the Payment Plan opted on or before the respective due dates. It is being clarified that the Company/Developer will send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised by the Company/Developer, it is clearly clarified that these above mentioned reminders can be by way of any digital communication like E-Mails or WhatsApp messages or through post as well. As the timely payment is the essence of this Agreement, so any kind of delay in payment either on account of self- funding or due to delay in arrangement of loans from Bank/NBFC/Housing Finance Company/any other Financial Institution shall be the sole responsibility of the Allottee(s). Further the Allottee(s) shall be responsible to bear and pay the delayed payment interest on the respective instalment to the Company/Developer. The Allottee(s) shall make the payment as per the payment plan attached ("**Payment Plan**").
- iv. The Total Price of the Said Apartment/Unit includes recovery of price of land, construction of [not only the Said Apartment/Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric infrastructure in Project, lift, water line and plumbing, finishing as per specifications, fire detection and fire fighting equipment in the Common Areas, etc. all as per the specification attached and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment/Unit and the Project. Further, it does not include the maintenance charges, IFMS and any other charges.

- 1.7 The Total Price is escalation-free, save and except for the increases which the Allottee(s) shall be liable for paying, and hereby agrees to pay, on account of any charges under the Hi-Tech Policy demanded by the Government/Original Vendor on a pro-rata basis. Additionally, any demand and/or imposition, retrospectively or prospectively, including but not limited to farmer compensation, land use charges, freehold charges, metro cess, Ganga water tax, or trade tax, property tax, house tax, sewer tax, additional levies, rates, taxes, charges, cess, fees, and/or interest thereon arising out of any order/notification/circular/advisory or direction issued by the Central Government, State Government, GDA, or any other Statutory or other

Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

local authority(ies), department, or by the Hon'ble Supreme Court or any other court or judicial authority shall also be payable by the Allottee(s) proportionately as per such order/notification/circular/advisory or direction. The Allottee(s) is required to make these payments without objection or delay. In case any such demand of service tax, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are already paid by the Company, the proportionate amount thereof will be payable and be paid by the Allottee(s) and any default by the Allottee(s) in making such payment in time would constitute a lien upon the said Apartment/Unit. The Company/Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, farmer compensation charges /cost imposed by the competent authorities, the Company/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall be payable along with subsequent demands and Allottee(s) shall make payment of the same without any demur and shall not raise any objection for the same..

Provided that if there is any new imposition or any increase of any development fee after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the act, the same shall not be charged from the Allottee(s).

- 1.8 The Allottee(s) has paid a sum of **Rs. _____/- (Rupees _____ only)** out of earnest money of Rs. _____/- (Rupees _____ Only) as part payment towards the Total Price of the Said Apartment/Unit fixed at the time of application form, the receipt of which, the Company/Developer hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Said Apartment/Unit as prescribed in the Payment Plan [Schedule __] as may be demanded by the Company/Developer at the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount which is payable, it shall be liable to pay **interest** at the rate prescribed in the Rules.

***Note:** - If the Allottee (s) makes the payment directly to Company/Developer's account then such payment shall be considered to be received only after the Company/Developer issues a receipt for such payment.*

- 1.9 It is agreed that for this Project, the Company/Developer shall not make any additions and alterations in the sanctioned plans, layout plans of phase/project registered with RERA, specifications and the nature of fixtures, fittings and amenities, which shall be in conformity with the advertisement, prospectus/brochures etc. as attached, on the basis of which sale is effected) in respect of the Said Apartment/Unit without the previous written consent of the Allottee(s) as per the provisions of the Act.

Provided that the Company/Developer shall 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

Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

the Act. If the Project is the part of a township or developed in phases and the respective layout plan of the township/project/phase has already been sanctioned by the concerned development authority wherein land of various projects & phases and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the Said Apartment/Unit owner shall be confined up to the particular phase / project wherein the Said Apartment/Unit is situated.

- 1.10 The Company/Developer shall confirm that the price of the Said Apartment/Unit as specified in Clause no. 1.2 has been calculated on the basis of Carpet Area. Further if there is more than more than 3% reduction in the Carpet Area then the Company/Developer shall refund the excess money paid by the Allottee(s). However, in case of more than 3% increase in the Carpet Area of the Said Apartment/Unit allotted to Allottee(s), the Company/Developer may demand additional charges towards such enhanced Carpet Area from the Allottee(s) as per the next milestone of the Payment Plan as provided in Schedule __. All these monetary adjustments shall be made at same rate per square foot as agreed in Clause 1.2 of this Agreement.
- 1.11 The Allottee acknowledges and accepts that there exists no assurance of appreciation in the value of the allotted Said Apartment/Unit in the future and that the Said Apartment/Unit's future valuation is subject to market dynamics and fluctuations in line with the market sentiment, without any definite commitment to future appreciation. As such any depreciation in the future value of the Said Apartment/Unit will not result in the Company/Developer being held responsible or liable to compensate the Allottee(s).
- 1.12 The Allottee(s) and/or the RWA/AOA are strictly prohibited from making any alterations, modifications, or changes to the exterior elevation of the Project. This includes but is not limited to any adjustments to the architectural design, facade, or structural elements of the Project and buildings/towers in the Project. Further, the Allottee(s) and/or the RWA/AOA shall not have right to and are hereby expressly prohibited from altering, modifying or changing the name of the Project.
- 1.13 Subject to Clause 9.3, the Company/Developer agrees and acknowledges that the Allottee(s) shall have the right to the Said Apartment/Unit as mentioned below:
 - (i) The Allottee(s) shall have exclusive ownership of the Said Apartment/Unit;
 - (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. It is clarified that the Company/Developer shall hand over the common area to the RWA/AOA after obtaining the completion certificate/occupancy

Company/Developer

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Date:.....

Date:.....

certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable).

- (iii) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Said Apartment/Unit as the case may be.

1.14 It is made clear by the Company/Developer and the Allottee(s) agrees that the Said Apartment/Unit along with open/covered parking shall be treated as a single indivisible unit for all purposes. Further, subject to the provisions of the Clause 1.1 (u) above, the Project's facilities and amenities, other than declared as independent area in the Deed of Declaration as per Section 12 of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, shall be available only for use and enjoyment of the allottees of the Project.

1.15 The Company/Developer agrees to pay all outgoings before transferring the physical possession of the Said Apartment/Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, Bank/NBFC/Housing Finance Company/any other Financial Institution, which are related to the Project). If the Company/Developer 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 Said Apartment/Unit to the Allottee(s), the Company/Developer agrees to be liable, even after the transfer of the Said Apartment/Unit, 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.

2. MODE OF PAYMENT

Subject to the terms of the this ATS and the Company/Developer abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Company/Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (RTGS or NEFT) (as applicable) in favour of Gaursons Hi-Tech Infrastructure Private Limited} payable at {Delhi/Noida/Ghaziabad}.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- a. 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 Company/Developer with such permission, approvals which would enable the Company/Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the

Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

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.

- b. The Allottee(s) declares, agrees and confirms that the monies paid/payable by him under this Agreement is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively Money Laundering Regulations. The Allottee(s) further declares and authorizes the Company/Developer to give its personal information to any statutory authority as may be required from time to time. The Allottee(s) further affirm that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within the knowledge of the Allottee(s). The Allottee(s) further agrees and confirms that in case the Company/Developer becomes aware and/or in case the Company/Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Company/Developer shall, at its sole discretion, be entitled to cancel/terminate/reject this Agreement, pursuant to which, the Allottee(s) shall not have any right, title or interest in any project and/or the Said Apartment/Unit neither have any claim/demand against the Company/Developer, which the Allottee(s) hereby unequivocally agrees and confirms.
- c. The Company/Developer accepts no responsibility in regard to the matters specified in 3(a) and (b) above. The Allottee(s) shall keep the Company/Developer 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 Company/Developer by filing the requisite form and receiving proper acceptance receipt from the officer in-charge.
- d. The Allottee(s) are fully aware that Company/Developer has not authorized any person or Company/Developer to collect the payment on their behalf. All the payments against the allotment of the Said Apartment/Unit will be made only to the Company/Developer and its affiliated companies. The Company/Developer shall not be responsible for payments made to any other party other than the Company/Developer.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee(s) authorizes the Company/Developer to adjust/appropriate all payments made by him/her under any head(s) of dues including interest against lawful outstanding, if any,

Company/Developer

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Date:.....

Date:.....

in his/her name as the Company/Developer may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Company/Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Company/Developer as well as the Allottee(s). The Company/Developer shall abide by the time schedule for completing the Project and handing over the Said Apartment/Unit to the Allottee(s) as per the timeline mentioned Clause No. 7.1 and the Common Areas to the RWA/ AOA as per local laws.

Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Company/Developer as provided in the Payment Plan [Schedule-___].

6. CONSTRUCTION OF THE PROJECT/ SAID APARTMENT/UNIT

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment/Unit in the Project and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement, as represented by the Company/Developer. The Company/Developer shall develop the Project in accordance with the plans sanctioned by the GDA. Subject to the terms in this Agreement including but not limited the Clause 1.1, the Company/Developer undertakes to strictly abide by such plans approved by the concerned authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the GDA for 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, and breach of this term by the Company/Developer shall constitute a material breach of this Agreement.

7. POSSESSION OF THE SAID APARTMENT/UNIT

7.1 Schedule for possession of the Said Apartment/Unit

The Company/Developer agrees and understands that timely delivery of possession of the Said Apartment/Unit is the essence of the Agreement. The Company/Developer, based on the approved plans and specifications, assures the date of possession shall be on or before _____. Time period of 6 months as fit out period shall be additional. The Said fit out period shall not be considered in period of delay in possession and Allottee(s) will not be entitled for delay possession penalty for this period. Unless there is delay or failure due to Force Majeure which includes war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any delay due to any restrictions imposed by National Green Tribunal (NGT) which affects construction activity and restrictions by any other statutory authority or any other calamity caused by nature affecting the regular development of the real estate project. The time period lost during the continuance of above events along with such additional period till the resumption of all activities to its normal state shall explicitly be excluded from the

Company/Developer

Date:.....

Signature of the Allottee(s)

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agreed possession date and is covered under Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Company/Developer shall be entitled to the extension of time for delivery of possession of the Said Apartment/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 Company/Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Company/Developer shall refund to the Allottee(s) the entire amount received by the Company/Developer towards this Said Apartment/Unit within 120 days from that date after deduction of tax deposited and without any interest. The Company/Developer shall intimate the Allottee(s) about such termination, the Allottee(s) agrees that he/she shall not have any right, claim, etc. against the Company/Developer and that the Company/Developer shall be released and discharged from all its obligations and liabilities under this Agreement. In case the Project is developed in phases, it will be the duty of the Company/Developer to maintain those common areas and facilities which are not complete and hand over all the common areas and facilities to the AOA/RWA once all the phases are completed .

Note: - Date of possession above mentioned is for the purpose of calculation of Delay Possession Penalty though Company/Developer can offer the possession any time on or before _____ on the basis of completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable). On this basis, it is mandatory for the Allottee(s) to make the payment, obtain the NOC and take possession of the Said Apartment/Unit. In case there is any denial or delay in payment by the Allottee(s) the Company/Developer shall be entitled to cancel this Agreement as per the terms and conditions specified in this Agreement.

7.2 PROCEDURE FOR TAKING POSSESSION

The Company/Developer, upon obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) from the Authority shall offer in writing the possession of the Said Apartment/Unit to the Allottee(s), in terms of this Agreement, to be taken within two months from the date of issue of completion certificate/occupancy certificate /deemed completion/deemed occupancy certificate (as applicable).

[Provided that in the absence of Applicable Law, the sale deed in favour of the Allottee(s) shall be carried out by the Company/Developer within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. The Company/Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Company/Developer. The Allottee(s), after taking possession, agrees to pay the maintenance charges as per policy determined by the Company/Developer/RWA/AOA, as the case may be after the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed

Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) for the Project.

***Note:** The Allottee(s) after receiving Offer for Possession has to complete certain possession formalities which include but not limited to obtaining No Dues Certificate from the Company/Developer after providing his bank statements from which the payment for the allotted Said Apartment/Unit have been made so that Company/Developer can verify the payment and get account reconciliation done.*

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF SAID APARTMENT/UNIT

Upon receiving a written intimation from the Company/Developer as per Para 7.2, the Allottee(s) shall take possession of the Said Apartment/Unit from the Company/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Company/Developer shall give possession of the Said Apartment/Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in para 7.2, the Allottee(s) shall be liable to pay to the Company/Developer holding charges at the rate of Rs. 2/- per month per sq. ft. of Carpet Area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Clause 1.1 (b)

7.4 POSSESSION BY THE ALLOTTEE

After obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) and handing over physical possession of the Said Apartment/Unit to the Allottee(s), it shall be the responsibility of the Company/Developer to hand over the necessary documents and plans, including Common Areas, to the RWA/ AOA or the concerned authority at the time of handing over the Project to RWA/ AOA or the concerned authority, as the case may be, as per the Applicable Law.

[Provided that, in the absence of any Applicable Law the Company/Developer shall handover the necessary documents and plans, including Common Areas, to the RWA/ AOA or the concerned authority, as the case may be, after the Said RWA/ AOA is registered and takes the handover of the common areas of the Project by the signing all the required documents.]

7.5 CANCELLATION BY ALLOTTEE

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 Company/Developer, the Company/Developer herein is entitled to forfeit the earnest money paid for the allotment and taxes deposited with the government. The Company/Developer shall return 50% (fifty percent) of the balance amount of money paid by the Allottee(s) within 45 (forty-five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Unit or at the end of one year from the date of cancellation / withdrawal by the Allottee(s), whichever

Company/Developer

Signature of the Allottee(s)

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Date:.....

is earlier. The Company/Developer shall inform the previous allottee the date of re-allotment of the Said Apartment/Unit and also display this information on the official website of UP RERA on the date of re-allotment. That upon the cancellation of allotment as per this Agreement either by Company/Developer or Allottee(s), the Allottee(s) shall submit all the original documents i.e. this Agreement, payment receipts, letters/demand letters and any other documents related to Said Apartment/Unit along with bank account details for refund with the consent of each co-allottee. If the Allottee(s) fails to submit the above-mentioned documents, this delay shall not be considered on the part of Company/Developer and the Allottee(s) undertakes that he/she shall not be entitled to claim any interest or compensation for Said period from the Company/Developer.

7.6 COMPENSATION

The Company/Developer 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 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 Company/Developer fails to complete or is unable to give possession of the [Said Apartment/Unit] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of its business as a Company/Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Company/Developer 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 [Said Apartment/Unit], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that if the Allottee(s) does not intend to withdraw from the Project, the Company/Developer shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Said Apartment/Unit], which shall be paid by the Company/Developer to the Allottee(s) within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE COMPANY/DEVELOPER

The Company/Developer hereby represents and warrants to the Allottee(s) as follows:

- (i) The Company/Developer has absolute, clear and marketable title with respect to the said Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;

Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

- (ii) The Company/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) The details of encumbrances (if any) are attached in Schedule- ____.
- (iv) There are no litigations pending before any Court of law with respect to the said Project Land, Project and/or the Said Apartment/Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Project Land and Said Apartment/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Company/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Project Land, Building and Said Apartment/Unit and common areas;
- (vi) The Company/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Company/Developer has not entered into any agreement to sell and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Project Land, including the Project and the said Apartment/Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Company/Developer confirms that the Company/Developer is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the sale deed the Company/Developer shall handover lawful, vacant, peaceful, physical possession of the Said Apartment/Unit to the Allottee(s) and the common areas to the Association of the Allottee(s) as per applicable law;
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (xi) The Company/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the concerned authorities till the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), along with common area (equipped with all the specifications, amenities

Company/Developer

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Date:.....

and facilities) has been handed over to the Allottee(s) and the RWA/AOA or the concerned authority as the case may be.

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification, writ petition (including any notice for acquisition or requisition of the said Project Land) has been received by or served upon the Company/Developer in respect of the said Project Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Company/Developer fails to provide ready to move in possession of the Said Apartment/Unit to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the completion certificate/occupancy certificate/deemed completion/ deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) has been issued by the concerned authority.
- (ii) Discontinuance of the Company/Developer's business as a Company/Developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Company/Developer under the conditions listed above, a non-defaulting Allottee(s) is entitled to the following:

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

Company/Developer

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Date:.....

Date:.....

Apartment/Unit, which shall be paid by the Company/Developer to the Allottee(s) within forty-five days of it becoming due.

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 2 (two) consecutive demands made by the Company/Developer 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 Company/Developer on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Company/Developer must not be in default to take this benefit;
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Company/Developer in this regard, the Company/Developer may cancel the allotment of the Said Apartment/Unit in favour of the Allottee(s) and refund the money paid to it by the Allottee(s) by deducting the earnest money and GST/Taxes deposited with the government and the interest liabilities and this Agreement shall thereupon stand terminated. The Company/Developer must not be in default to take this benefit.
Provided that the Company/Developer shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

10. SALE/CONVEYANCE DEED OF THE SAID APARTMENT/UNIT

The Company/Developer, on receipt of Total Price of the Said Apartment/Unit as per Clause 1.2 under the Agreement from the Allottee(s), shall execute a sale deed and convey the title of the Said Apartment/Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) as the case may be, to the Allottee(s).

Provided that, in the absence of Applicable Law, the sale deed in favour of the Allottee(s) shall be carried out by the Company/Developer within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorizes the Company/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Company/Developer is made by the Allottee(s). No possession shall be given without paying stamp duty.

11. MAINTENANCE OF THE SAID PROJECT/BUILDING/SAID APARTMENT/UNIT

Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

The Company/Developer shall be responsible to provide and maintain essential services in the Project, either itself or through its maintenance agency, till the taking over of the Project by the RWA/AOA upon the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable). However, if the RWA/AOA is not formed within 1 year of the completion certificate/occupancy certificate/deemed completion/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), the Company/Developer will be entitled to collect from the Allottee(s) amount equal to the amount of maintenance disclosed in para 1.2 + 10% in lieu of price escalation every year for the purpose of the maintenance for next 1 year and so on.

The **Interest Free Maintenance Security (IFMS)** deposit is payable to the Company/Developer **totaling to Rs. _____/- (Rupees _____ only)**. Out of this amount a certain portion of IFMS shall be transferred to the Original Vendor or its nominated agency. Further the IFMS amount can also be used by the Company for the replacement of any capital equipment or for any capital expenditure.

The balance amount of IFMS will be handed over to RWA/AOA at the time of handing over the maintenance and common area of the Project after the deduction of security deposit or any other deposit with any other statutory authority which was deposited earlier by the Company/Developer for electricity connection and any further work for the Project. Further any outstanding charges due from the Allottee(s)/residents on account of electricity maintenance or any other charges shall also be deducted from the total IFMS amount to be transferred to the RWA/AOA.

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 Company/Developer as per this Agreement relating to such development is brought to the notice of the Company/Developer within a period of 5 (five) years by the Allottee(s) from the date of handing over possession or the date of obligation of the Company/Developer to give possession to the Allottee(s), whichever is earlier it shall be the duty of the Company/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Company/Developer'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 TO ENTER THE SAID APARTMENT/UNIT FOR REPAIRS

The Company/Developer/maintenance agency /RWA/AOA shall have rights of unrestricted access of all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the [Said Apartment/Unit] or any part

Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **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 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 Company/Developer/maintenance agency and the association of Allottees formed by the Allottees after handover, for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT/UNIT

- I. Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Said Apartment/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 tower, building, or the [Said Apartment/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 Said Apartment/Unit and keep the Said Apartment/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.
- II. The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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 Said Apartment/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 Said Apartment/Unit.
- III. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company/Developer and thereafter the RWA/AOA 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.

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

The Parties are entering into this Agreement for the allotment of the Said Apartment/Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

17. ADDITIONAL CONSTRUCTIONS

The Company/Developer undertakes that it has no right to make addition or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. COMPANY/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

The Company/Developer shall not mortgage or create a charge on the Said Apartment/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(s) who has taken or agreed to take such Said Apartment/Unit.

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

The Company/Developer has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the U.P (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Company/Developer showing compliance of as applicable in Uttar Pradesh.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Company/Developer does not create a binding obligation on the part of 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 of GDA, Ghaziabad as per the authority as and when intimated by the Company/Developer. If the Allottee(s) fails to execute and deliver to the Company/Developer 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 Company/Developer, then the Company/Developer 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) shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the earnest money (after 10% deduction of total cost + GST/Taxes) shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment/Unit , as the case may be.

Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

22. RIGHT TO AMEND

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Company/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(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 Company/Developer in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Company/Developer to exercise such discretion in the case of other Allottee(s).

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

25. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee(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 Said Apartment/Unit bears to the total carpet area of all the Said Apartment/Unit in the Project.

27. FURTHER ASSURANCES

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

Company/Developer

Signature of the Allottee(s)

Date:.....

Date:.....

specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Company/Developer through its authorized signatory at the Company/Developer's Office, or at some other place, which may be mutually agreed between the Company/Developer and the Allottee(s), simultaneously with the execution the Said Agreement shall be registered at the office of the Sub-Registrar, Ghaziabad as per rules of GDA. Hence this Agreement shall be deemed to have been executed at Ghaziabad.

29. NOTICES

That all notices to be served on the Allottee(s) and the Company/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Company/Developer by Registered Post at their Respective email specified below:

In case of Allottee(s)

_____ (Name of the Allottee(s))

Address: - _____

Email ID :- _____

WhatsApp Number :- _____

In case of Company/Developer

Gaursons Hi-Tech Infrastructure Private Limited.

Gaur Biz Park Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad

Email ID :- _____

It shall be the duty of the Allottee(s) to intimate the Company/Developer by filing the requisite form and receiving proper acceptance receipt from the officer in-charge of any change in mailing communication address/email address or WhatsApp numbers 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/email or sent on WhatsApp numbers shall be deemed to have been received by the Company/Developer or the Allottee(s), as the case may be. Information send on email or WhatsApp Numbers shall always be treated as received.

30. JOINT ALLOTTEES

That in case there are joint Allottees all communications shall be sent by the Company/Developer to the Allottee whose name appears first and at the address or WhatsApp Number or E-mail ID given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Said Apartment/Unit, as the case may be, prior to the execution and registration of this Agreement to Sell for such Said Apartment/Unit, as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement to Sell or under the Act or the Rules or the Regulations made there under.

32. GOVERNING LAW

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

Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement to Sell at Ghaziabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Company/Developer:

(1) _____

(Authorized Signatory)

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....

SCHEDULE '___' - PROJECT LAYOUT PLAN.

SCHEDULE '___' - APARTMENT/UNIT FLOOR PLAN.

SCHEDULE '___' - SPECIFICATION OF THE APARTMENT/UNIT.

SCHEDULE '___' - PARKING NO., LAYOUT PLAN.

SCHEDULE '___' - PAYMENT PLAN.

SCHEDULE '___' - ENCUMBRANCES.

Company/Developer

Date:.....

Signature of the Allottee(s)

Date:.....