

PROJECT LOGO

RERA REG NO.

ALLOTMENT LETTER
CUM
AGREEMENT FOR SALE/SUB-LEASE

DRAFT

1. DEFINITIONS:

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

- i) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- ii) **“Agreement”** means this Allotment Cum Agreement for Sale / Sub-lease including its schedules, exhibits, annexures, recitals and terms and conditions for the allotment / sale / sub-lease of Unit in the Project and any amendments from time to time as may be mutually agreed and executed by and between the Parties hereto, in writing.
- iii) **“Approved Plans”** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said Project is being developed along with any/all variations/amendments/changes to be made by the Promoter as per the Applicable Laws and provisions of the Act, rules and regulations thereon.
- iv) **“Applicant”** means an individual(s)/Firm/Company or any other entity applying for allotment of the Unit/Shops/Commercial/Retail Space/Service Apartment whose particulars are set out in the Agreement and who has appended his/her signature in the acknowledgement of having agreed to the terms and conditions of this Agreement. Kindly note that in case of more than one applicant, the other applicant will be considered as co-applicant. Further, prior to execution of the allotment letter, the Applicant/co-applicant will be considered as intending Allottee(s).
- v) **“Allottee(s)”** means Intending Allottee(s) who have accepted and signed the allotment letter on a prescribed format of the PROMOTER, thereafter, a particular Unit/Shops/Commercial/Retail Space/Service Apartment has been reserved thereto. Consequently, the terms & conditions of the Allotment Cum Agreement for Sale / Sub-lease shall be applicable on the Allottee(s) till the execution of Conveyance Deed/Sub-Lease Deed. In case of more than one Allottee(s) the other will be considered as Co-Allottee(s), the Allottee(s) and Co-Allottee(s) will have an equal share in the Unit/Shops/Commercial/Retail Space/Service Apartment unless otherwise specifically provided.
- vi) **“Authority”** means the Uttar Pradesh Real Estate Regulatory Authority.
- vii) **“Booking Amount”** shall mean and include the amount paid with this application and/or vide installments as the case may be, by the applicant, to the extent of Ten Percent (10%) of total price of the unit. The Booking amount is also referred as earnest Money or Registration Charges.
- viii) **“Building”** shall have the meaning as ascribed to it in Recital hereof.
- ix) **“Carpet Area”** means the net usable floor area of the unit, 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 unit. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the unit, meant for the exclusive use of the applicant(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an unit, meant for the exclusive use of the applicant(s).
- x) **“Super Area of Unit”** comprises of the built up area/covered area of the unit including area under periphery walls and columns, the area of windows, exclusive balcony or verandah area and exclusive open terrace area etc. proportionate share of common areas within the building like staircase, munties, lift walls, Lift room, Machine room, common lobbies, and passages on all floors and the proportionate share of common service area in the complex like community facilities, security rooms, maintenance staff rooms, electric sub-station, pump rooms, underground/overhead tank, covered and uncovered shafts etc.
- xi) **“Common Areas”** means the areas of the Project whose ownership shall be jointly enjoyed by all the Allottee(s) of the Project and the calculation of undivided proportionate share in such Common Areas shall be subject to the terms of this Agreement and the declaration submitted before the concerned Authority. For the purpose of calculation of Common Areas for an Allottee(s) the following shall be included:

- the entire land for the Project;
 - the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of building of the Project;
 - the common basements/ Stack Parking, terraces, parks, play areas, open parking areas and common storage spaces;
 - the premises for the lodging of persons employed for the management of the Project including accommodation for watchand ward staffs or for the lodging of community service personnel;
 - installations of central services such as electricity (including electricity sub-station), gas, water (including underground tank)and sanitation (including sewage treatment plant), air-conditioning and incinerating, system for water conservation andrenewable energy (including rain water harvesting system).;
 - the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - all community facilities in the Project;
 - all other portion of the Project necessary or convenient for its maintenance, safety etc. and in common use.
- xii) **“Commission for sale”** shall mean and include any charges, brokerage, fees, remuneration or any amount by whatever name called paid to the real estate agent for his services with respect to booking of unit made by the Applicant(s).
- xiii) **“Force Majeure”** shall mean any event or combination of events or circumstances beyond the control of the Promoter which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Promoter’s ability to perform obligations under this Agreement, which shall include but not be limited to:
- i. Acts of God i.e., landslide, fire drought, floor, earthquake, epidemics, natural disasters, etc.;
 - ii. War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project, Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism;
 - iii. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other competent authority or any Court, or Tribunal including but not limited to the National Green Tribunal (“NGT”), or any quasi-judicial body or authority;
 - iv. The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoters from complying with any or all the terms and conditions as agreed in **this Agreement** including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the Promoters whereby the work of construction is stayed or stalled;
 - v. Any change in applicable laws adversely affecting the development of the Building / the said Project;
 - vi. Other cause beyond the reasonable control of the Promoter or its agent or not directly attributable to any willful act or omission of the Promoter and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the said Unit.
- xiv) **“Government”** means the Government of Uttar Pradesh.
- xv) **“Interest”** means the rate of interest payable by the Promoter to the Allottee(s) or by the Allottee(s) to the Promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus one

percent or such other rate as may be, applicable from time to time.

- xvi) **"PROMOTER/Promoter"** shall mean M/s Three C Homes Private Limited.
- xvii) **"Maintenance Agreement"** means the Agreement to be executed between the Maintenance Agency or Promoter and the Allottee(s)/Association/Association of Allottee(s) for maintenance of the Common Areas and facilities in the Project therein by the Maintenance Agency, as per format prescribed by the Promoter/Maintenance Agency.
- xviii) **"Maintenance Agency"** shall mean a Company, Firm, or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said Project.
- xix) **"Maintenance Charges"** shall mean the charges payable by Allottee(s) to the Maintenance Agency (in accordance with the demand raised by the Maintenance Agency) for the maintenance and upkeep of the Common Areas and facilities, but does not include;
- (i) The charges for actual consumption of utilities in the said Unit including but not limited to electricity, water, gas, telephone etc., which shall be charged on the basis of actual consumption on monthly basis or such other periods as may be specified by the Maintenance Agency; and
 - (ii) Any statutory payments, taxes etc., with regard to the said Unit / said Building / said Project.
- xx) **"Occupancy Certificate"** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;
- xxi) **"Larger Parcel of Land"** shall mean land admeasuring 404,860.60 sq. mtrs. bearing Plot No. TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308
- xxii) **"Para"** means a Para of this Agreement.
- xxiii) **"Party"** unless repugnant to the context, means a signatory to this Agreement and "Parties" unless repugnant to the context, means a collective reference to all the signatories to this Agreement.
- xxiv) **"Person"** includes any individual, sole proprietorship, partnership firm, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, PROMOTER (private / public limited / listed / unlisted), society and natural person(s) in his capacity as trustee, executor, administrator or other legal representative.
- xxv) **"Project"** shall mean and include the _____ over Project Land along with, parking spaces, Common Areas and Facilities and all that is constructed/to be constructed with alterations as per the applicable laws on Project Land and collectively named as "_____".
- xxvi) **"Project Land"** shall mean land admeasuring approximately 20,243 square meters and situated at Plot No. C – 1, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308. The project named "_____" is being developed on the Project Land only.
- xxvii) **"Payment Plan"** as ascribed to in **Schedule B**
- xxviii) **"Rules"** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time as applicable to State of Uttar Pradesh;
- xxix) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 as applicable to State of Uttar Pradesh;
- xxx) **"Section"** means a section of the Act;

- xxxi) “State” means the state of Uttar Pradesh.
- xxxii) “Total Price” shall have the meaning as ascribed to it in Para 1.2 (Total Price).
- xxxiii) “UNIT” shall mean and include a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for commercial/retail use such as or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.

2. WHEREAS:

- A. Yamuna Expressway Industrial Development Authority vide Lease Deed dated 10.06.2011 duly registered as Document No. 10287, Book No. 1, Volume No. 8687 at Page No. 1 to 30, read with Correction Deed dated 04.02.2013, registered as Document No. 2553, Book No. 1, Volume No. 12504, Page No. 293 to 870, granted leasehold rights over the Plot bearing No. TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308, measuring approximately 404,860.60 square meters (“Larger Parcel of Land”), for a period of 90 years in favor of the Promoter.
- B. The Project Land (admeasuring 20,243 sq. mtrs.) forms part of the Larger Parcel of Land, bearing Plot No. C-1, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308, wherein the Promoter is constructing and developing a Commercial Project having Commercial Units of various sizes and dimensions (the “Project Land”) under the name _____, having RERA No. _____ (hereinafter referred to as the said “Project”).
- C. The Said Land is earmarked for the purpose of building, developing and constructing a Commercial Project comprising of Retail/Commercial Space/Shop/Multiplex/Banquet/Service Apartment (“units”) to be used for Commercial Purposes and the said Project shall be known as ‘[_____].’
- D. The Project Land over which Project is being developed entitles development and construction of Retail/Commercial Space/Shop/Service Apartment of various sizes and areas that are spread over land totally admeasuring 20,243 square meters namely [_____], along with various Common Areas.
- E. The Applicant(s) submits/ confirms/ acknowledges/ understands that the management of Three C Homes Private Limited as it stands as on 13.06.2023 is that of Ace Infracity Developers Private Limited in terms of Hon’ble NCLT, Delhi order dated 13.06.2023 in the case titled as: - Arun Kumar Sinha Vs Three C Homes Private Limited (C.P. (IB) - 432/2019) in the I.A filed by Mr. Gaurav Katiyar (I.A. No. 3885/202).
- F. The Promoter has obtained the layout plan, sanction plan, specifications and all necessary approvals for the Project and also for the Unit from Yamuna Expressway Industrial Development Authority (hereinafter referred to as “YEIDA”).
- G. The Allottee(s) has applied for allotment/ purchase of a Retail/Commercial Space/Shop/Service Apartment in the above-mentioned project with full knowledge and after having its own due diligence about the project and subject to all the prevailing laws, rules, regulations, notifications and Government policies as applicable to the said project in particular and in the area in general which have been explain by the PROMOTER and under-stood by him.
- H. The Allottee(s) of the Unit herein, after having demanded, seen and examining all the necessary documents and deeds, including Lease Deed read with Correction Deed, Letter of Possession of the Larger Parcel of Land (Project Land being a part of it), approved sanction plans, has fully acquainted and satisfied himself/itself with the title of the Promoter over the said plot, tentative building plans, and other relevant documents, and as to their lawful right to construct the said Commercial Project thereon, and further to sell the Units to be constructed on the said plot, and having fully understood all limitations and obligations of the Promoter, has applied to the Promoter to purchase of a Retail/Commercial Space/Shop/Service Apartment in the Project and the Promoter has agreed to allot/sell the same to the Allottee(s) on the terms mutually agreed and as recorded hereinafter.

- I. The Allottee(s) hereby confirms that he/she/they have understood that the whole Project including the floor in which the above Unit is located, common areas, amenities, club and other services will be developed and handed over along with, common areas, amenities and facilities proposed to be developed in the Project as more clearly described and depicted in the layout plan as sanctioned / approved by the YEIDA Authority.
- J. The Allottee(s) has also understood that the construction, structures, facilities and amenities and their earmarked uses as may be modified / amended by the promoter in accordance with the approvals received / to be received from YEIDA and other competent authorities, at any stage, as per the applicable laws, to which the Allottee(s) shall have no objection (subject to applicable statutory provisions) and such changes / modifications shall be binding on both the parties.
- K. That the layout plan of the entire Project and the area of the Unit as drawn by the PROMOTER is tentative and is subject to change. If deemed necessary by the PROMOTER and in strict compliance with Section 14 of the Uttar Pradesh Real Estate Regulation Act, 2016 as amended and other applicable laws or as may be required by the regulatory authorities, the PROMOTER may make suitable alterations in the layout plan and area of the Project/ Unit. Such alterations may include changes in the Area, Floor & Number of the Unit and the location. In regard to all such changes either at the instance of the regulatory authorities or otherwise, decision of the Promoter, shall be final and binding on the Allottee(s). The Parties have gone through all the terms and conditions set-out in this Agreement and understood the mutual rights and obligations detailed herein.
- L. The Parties hereby confirm that they are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable in the State of UP and related to the Project.
- M. The Allottee(s) agrees to make payments as per Schedule B within the due date, failing which this Letter of Allotment shall stand automatically cancelled without any prior notice/letter in writing to the Allottee(s) and the amount paid by the Allottee(s) shall be forfeited as per the provisions of the Act or rules and regulations made thereunder.
- N. All payments towards the price of the said Unit will be made through the RERA ESCROW ACCOUNT Only as per detail mentioned in allotment letter and if the payment is made otherwise, the same shall be at the risks and consequences of the Allottee(s).
- O. The Allottee(s) who is Non Resident Indian/Person of Indian Origin resident outside India/Foreign National, such Allottee(s) and PROMOTER agree that all remittances, for the acquisition/transfer of the said Unit shall be sole responsibility of such Allottee(s) and he shall comply with all the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rules and regulations of Reserve Bank of India or any other applicable laws and provide the PROMOTER with such permission, approvals, which would enable the PROMOTER to fulfil its obligations under the said Allotment. The Allottee(s) shall keep the PROMOTER fully indemnified and harm-less in this regard, and the PROMOTER accepts no responsibility on account of any default/violation/failure on the part of the Allottee.
- P. The Allottee(s) shall get his complete address registered with the PROMOTER and submit necessary ID/Address proof and it shall be Allottee's sole responsibility to inform the PROMOTER in writing by Registered/Speed Post A.D. about all or any subsequent change if any, failing which all communications/notices etc. sent by the PROMOTER at the first address as mentioned by the Allottee(s) in his Application Form or at the last known address as informed by the Allottee(s), as the case may be, shall be deemed to have been received by the Allottee(s).
- Q. In case of joint Allottee(s), all communications/notices shall be sent by the PROMOTER to the Allottee(s) whose name appears first at the address given by him and this shall for all purposes be considered/deemed to have been received by all the Allottee(s) and no separate communication shall be necessary to the other joint-Allottee(s).
- R. The Allottee(s) shall have to strictly comply with the schedule of payment opted by him and he shall be fully and solely responsible for any default in payment and the consequences that might arise therefrom. The Allottee(s) undertakes to abide by all the laws, rules and regulations relating to the said Unit/building/complex/Project.
- S. The Allottee(s) agrees and acknowledges that the sale price/total sale consideration of the Unit applied for by him and allotted herein is fair and acceptable to the Allottee. The Allottee(s) further agrees and acknowledges that a similar Unit may be/have been sold/allotted by the PROMOTER at a different price/consideration and the Allottee(s) shall not raise any objection or claim in this regard.

- T. The Allottee(s) declares that all payments are made/will be made from his own bank account and from his known source of income/bank loan. No Payment shall be accepted in cash.
- U. That PROMOTER will provide lease assistance to the allottee(s) of the Units in the Project. PROMOTER will also have a "First Right of Refusal" if the tenant arranged by the Allottee(s) does not meet the basic criteria defined by the PROMOTER at that time. In case of refusal, PROMOTER may arrange an alternate tenant for the said Unit on the basis the ongoing market trends. However, it shall be the ultimate responsibility of Allottee(s) to select a reputed tenant for the overall success of the project. The terms and conditions of leasing imposed by the PROMOTER from time to time shall be binding upon the allottee(s).
- V. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority(UPRERA) vide **Registration No.** [_____].

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

1. TERMS:

1.1 Description of the Unit

- a) That the Promoter hereby allots a bearing Unit No. _____, Unit type _____ on Floor No. _____ in the project _____ at a total price consideration of Rs. _____ (Rupees _____ Only) excluding Lease Rent and GST (Goods and Service Tax) admeasuring _____ Sq. Mtrs. Carpet Area, (_____ Sq. Ft. Super Area). Specifications of the Unit is detailed in Schedule A annexed to this agreement and the payment details is described in Schedule B annexed herewith this Agreement.
- b) That the said Project shall always be known as "[_____]" or such other name as may be decided by the Promoter and the name of the Project shall never be changed by the Allottee(s) /association of Allottee(s) or anybody else.

1.2 TOTAL PRICE

- (i) The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay on pro-rata basis, due to increase on account of increase in carpet area, development fee/charges (including EDC and IDC), increase in premium payable to YEIDA Authority on account of land premium, farmers compensation, labour cess or on any other account, increase in taxes and any other costs, charges, levies, fee etc. payable to the competent authority, any other fresh / new taxes, charges, levies, fees etc., which may be levied or imposed by the competent authority from time to time and any additional amounts payable by the Allottee(s) in terms of this Agreement.
- (ii) The Allottee(s) agrees that in case after the date of offer of possession of the said Unit has been made by the Promoter to the Allottee(s) any and all levies, charges, taxes, fees, duties house tax, water tax, sewerage tax, electricity charges, municipal tax, wealth tax, Goods and Service Tax, service tax or any other taxes or charges, of any nature whatsoever, in respect of the Unit, demanded by the competent authority, whether with retrospective effect or prospective effect, shall be paid by the Allottee(s) on demand without any recourse to / liability on the Promoter.
- (iii) It is also clearly understood by the Allottee(s) that if the appropriate government / competent authority

imposes, or raises any demand for, any development charge, tax, cost, charge, fee, levies, etc. after the execution of this Agreement in favour of the Allottee(s) then notwithstanding anything contained herein and the assertions made in the Agreement, the Allottee(s) shall be liable to pay the same on proportionate basis, and any unpaid development charge, tax, cost, charge, fee, levy, etc. shall be deemed to be the unpaid sale price of the Unit and the Promoter shall have the first charge/lien on the said Unit for recovery of such charges.

DRAFT

- (iv) The Allottee(s) agrees that if the development charges, taxes, cost, charges, fees, levies, etc. or any increase thereof is not paid by the Allottee(s) then the non- payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Agreement and the Promoter shall be entitled to receive / recover the same with interest, penalty and/or to cancel the allotment and terminate this Agreement.
- (v) The Allottee(s) has understood and agreed to pay any amount demanded/charged by the Promoter on account of any compensation charged/demanded by YEIDA Authority or any other land acquiring/ allotment authority on account of any compensation paid / payable by such authority, by whatever name called, to farmers / erstwhileland owners whether before possession or after possession/ execution of this Agreement and / or on account of increase in land premium. The amount so demanded / charged by the Promoter from the Allottee(s) shall be deemed to be the unpaid sale price of the Unit and the Promoter shall have the first charge/lien on the said Unit for recovery of such charges.
- (vi) The Allottee(s) also agrees that if any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities, court, tribunal etc., made applicable to the said Unit/ Project, requires provision of new/additional facilities/ equipment/ devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., and/or increase in any type of securities to be made by the Promoter, then the cost/ charges/ deposit of such additional devices, equipment, facilities or up-gradation, shall also be borne and paid by the Allottee(s) on proportionate basis, as and when demanded by the Promoter.

1.3 MODE OF PAYMENT

- (i) The Allottee(s) shall make the payment as per the payment plan set out in **Schedule B** (the “**Payment Plan**”).
- (ii) The Parties hereby agrees that in case of any advance payment made by the Allottee(s) the discretion to allow any pre-payment rebate/discount shall be at the sole discretion of the Promoter.
- (iii) That in case, the Allottee(s) makes any payment to any person/PROMOTER, except to **M/s Three C Homes Private Limited**, against the booked Unit, then the Allottee(s) will be solely responsible & liable for the said payment and such payment shall not be deemed to be the payment made towards the payment of the said Unit. The Mode of payment to be made to PROMOTER shall be **NET BANKING / RTGS/ NEFT / ACCOUNT PAYEE CHEQUE / ACCOUNT PAYEE DRAFT drawn in favor of M/S THREE C HOMES PRIVATE LIMITED PROMOTER RERA COLLECTION A/C ACE** _____.
- (iv) Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan **Schedule B** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favor of **M/S THREE C HOMES PRIVATE LIMITED PROMOTER RERA COLLECTION A/C** _____, **Account No.** _____, **Bank Name** _____, **IFSC Code** _____.
- (v) For all payments through A/c Payee cheque/demand draft/banker's cheque, the date of clearance of such A/c Payee cheque/demand draft/bankers cheque shall be taken as the date of payment. For online payment, the date of intimation by the Allottee(s) to the Promoter regarding debit from his bank account shall be taken as the date of payment, and credit for the payment made will be given on actual credit of the amount from the bank and credit for such payments will be given to the Allottee(s) on the date of such intimation by the Allottee(s) post actual credit of the amount in the bank account of the Promoter. In case of outstation cheque/demand draft or wire transfer, any charges including collection charges debited by bank, shall be borne by the Allottee(s) and will be debited to the Allottee's account. Further, the Promoter is not and shall not be liable for any currency exchange rate given

by the bank (in case of foreign remittance). Promoter will credit Allottee's account with the amount credited in Promoter's account.

- (vi) All the payments to be made by the Allottee(s) shall be subject to realization of Cheque/Demand draft etc. In case of dishonor of any Cheque/Demand draft due to any reason whatsoever, the same shall amount to non-payment and shall constitute a default under this Agreement. In such an eventuality, without prejudice to the right and remedies available to the Promoter, the Promoter shall be entitled to and the Allottee(s) shall be liable to pay the equivalent cheque amount along with the delayed interest and applicable bank charges to the Promoter. In case of first time of cheque being dishonored, a sum of Rs.1000/- (Rupees One Thousand Only) would be debited to the Allottee(s) account in addition to the bank charges. This is without prejudice to the right of the Promoter to terminate this Agreement as a breach on the part of the Allottee.
- (vii) That in case the cost/ value of the Unit booked/allotted is Rs.50,00,000/- (Rupees Fifty Lac only) or more; in such a case each and every payment made or to be made by such Allottee(s) in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such Allottee(s) and the total amount of TDS so deducted shall be deposited by such Allottee(s) to the credit of the Central Govt. The same is being necessitated as it has been mandated through an amendment in the Income Tax Act, 1961, by insertion of a new Sec 194-IA & notified by CBDT vide Notification No.S.O. 1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to the Builder/ PROMOTER/ seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of the Central Govt. The credit of the same shall be reflected in the accounts of the said Allottee(s) once he/ she submits the proof of payment of "TDS on purchase of property" and the Allottee(s) shall issue to the Builder/ PROMOTER/ seller a TDS Certificate in Form-16B. Considering the same, it is mandatory for the Allottee(s) to have a valid Permanent Account Number (PAN). Further, the deduction of TDS shall be applicable on circle value of unit or sales consideration of unit whichever is more. For further details A may visit "www.incometaxindia.gov.in". Allottee(s) is further requested to mention the address of the PROMOTER on the challan for payment of "TDS on purchase of property" ., address of the PROMOTER.
- (viii) 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 the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(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/it may be liable for any action under the Foreign Exchange Management Act, 1999 and / or other laws as applicable, as amended from time to time.
- (ix) The Promoter accepts no responsibility in regard to matters specified in Point (viii) above. The Allottee(s) shall keep the 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 Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party/Person making payment/remittances on behalf of any Allottee(s) and such third party/Person shall not have any right in the application/allotment of the said unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

- (x) The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/its under any head(s) of dues against lawful outstanding of the Allottee(s) against the Unit, if any; in his/her/its name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.
- (xi) The Promoter will be entitled to adjust and appropriate the amount paid by the Allottee(s) first, towards the interest on overdue payments and thereafter towards any payments or any outstanding demand and finally, the balance, if any, shall be adjusted towards the principal amount of current dues for which the payment is tendered and the Allottee(s) agrees to accept such appropriation which shall be binding up on him.
- (xii) That no separate letter for payment of installments on the due dates will be issued. It will be obligatory on part of the Allottee(s) to make the payment on or before the due dates. If any installments as per payment schedule is not paid within the stipulated due date, the Promoter will charge an Interest Rate prescribed under the Act from the due date. Further, if the payment remains in arrears even after 2(two) consecutive Installments/Demand Stage after 7 (seven) days from the due date for each such instalment as per the payment plan and if such default by Allottee(s) continues for a period beyond 3 (three) consecutive months after the notice from the Promoter in this regard, then the allotment shall automatically stand cancelled at the sole discretion of the Promoter and the amount deposited by the Allottee(s) as earnest money/ booking amount i.e. 10% of the cost of Unit will stand forfeited, and after deduction of interest liabilities, any amounts received from allottee/housing finance companies/banks against the said allotment and any other charges, the balance amount, if any, shall be refunded without interest. Such refund shall be made as per the provisions of applicable law. However, the Promoter may at its sole discretion, condone the delay in payment by charging interest and restoring the allotment in case the allotted Unit has not been allotted to someone else. Alternative Unit, if available may also be offered in lieu however the Promoter is not bound to do so.
- (xiii) That the time is essence with respect to the Allottee's obligation to pay the Unit Sale Price as provided in the payment schedule/plan along with other payments such as applicable stamp duty, registration fee and other charges to be paid on or before due date or as and when demanded by the Promoter as the case may be and also to perform or to observe all other obligations of the Allottee(s) under this Agreement. It is clearly agreed and understood by the Allottee(s) that it shall not be obligatory on the part of the Promoter to send demand notices/reminders regarding the payments to be made by the Allottee(s) as per the schedule of Payments or for the obligations to be performed by the Allottee. However, the Promoter may without prejudice to its rights in its sole discretion, waive its right to terminate the Allotment and enforce all the payments and seek specific performance of this Allotment in such a case. The Allottee(s) agrees that the possession of the Unit will be handed over by the Promoter after making all the payments, outstanding/dues, penalties etc. along with interest (if any) by the Allottee(s) to the satisfaction of the Promoter.

1.4 The Promoter agrees and acknowledges that the Allottee(s) shall, upon execution of this Agreement, have the right to the Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit after making the complete payment of total unit cost and other charges as per offer of possession including any late fees or interest thereon and after executing the Sub-Lease Deed in favour of the Allottee(s).
- (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. The use of Common Areas and Facilities by the Allottee(s) shall be subject to timely payment of the maintenance charges and further the compliance of applicable rules

and regulations and upon terms and conditions mentioned in the maintenance Agreement and as prescribed by the Promoter or Association of Owners of the building / tower or association of owners of Project from time to time. It is clarified that the Promoter shall hand over the Common Areas to the association of the Allottee(s) after duly obtaining the completion/occupancy certificate from the competent authority as provided in the Act.

- (iii) The Allottee(s) has the right to visit the Project site once in 3 (three) months to assess the extent of development of the Project and his Unit subject to the following:
- a. The Allottee(s) shall seek prior written appointment from the Promoter regarding the site visit and shall comply with the necessary rules / procedure laid for such visits;
 - b. The Promoter / Construction Contractor / Site in-charge shall not be responsible or liable for any loss, damage, injury, accidental death etc., suffered by the Allottee(s) / its authorized representative; during such site visits unless the same is caused due to gross negligence and willful misconduct of the Promoter / Construction Contractor / Site in-charge.

1.5 It is agreed that the Project is an independent, self-contained real estate 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 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.

1.6 Exclusions from the scope of this Agreement:

- (i) The Allottee(s) acknowledges and agrees that he/she/it shall not have any right to interfere in / obstruct / hamper (1) the operation and management of, shops, commercial premises / buildings, Worship Place, stores, etc. in the Project, and / or (2) in creation of rights by Promoter in favour of any third party / Person by way of booking, allotment, sale, transfer, lease, collaboration, joint venture etc. in respect of above or any other mode including transfer to Government, any other authority, body, any person, entity, institutions, trusts or any local bodies, which the Promoter may deem fit proper.
- (ii) The Allottee(s) shall have no right to object to the location of the areas, facilities, and amenities mentioned in various Para / clauses of this agreement above as may be decided by the Promoter and approved by the competent authority and shall not have any right, title or interest in any form or manner in the land earmarked for the same.
- (iii) It is made clear by the Promoter and agreed by the Allottee(s) that the Promoter is responsible only to undertake the developments within the boundaries/periphery of the Project and shall not be liable for any developments/progress outside the boundaries of the Project. It is also clarified that all land(s) earmarked by the Promoter in the layout plan as public roads, public streets (falling outside the periphery / Boundary of the Project) are for use by general public and are clearly outside the scope of this Agreement, and the Allottee(s) shall have no right of any nature whatsoever in such lands.

1.7 The Allottee(s) acknowledges and confirms that the Promoter has readily provided requisite information and documents to the Allottee(s) for clarifying that the Project consists of construction of various floors, and that several community facilities and amenities shall also be developed as part of project. The facilities and amenities, which would be developed with the construction of subsequent floors will be available for use to the Allottee(s) (along with other allottees/occupants of the Project) only after completion of the respective Building / Project. The use of Common Areas and other facilities and amenities in the Project shall be subject to the terms and conditions of this Agreement and other policies, guidelines, rule and regulation etc., framed by the Promoter/Maintenance Agency/Association of Allottees, from time to time, in this regard, and shall be subject to the payment of usage charges, fees, maintenance charges etc.

2. CONSTRUCTION OF THE PROJECT/UNIT:

- 2.1 The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the YEIDA Authority.
- 2.2 The Promoter shall update allottee(s) from time to time about the construction status and such update shall be uploaded on the website of the Ace Group i.e. www.acegroupindia.com.
- 2.3 It is agreed between the Parties that the Promoter shall be entitled to develop the Said Land/ Project in a phase-wise manner as the Promoter may desire in terms of the sanctioned plans and specifications as may be revised or amended from time to time in accordance with the provisions of law.

3. POSSESSION OF THE UNIT:

3.1 Schedule for completion of the said Unit and offer of possession–

- (i) The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas to the Association of Allottee(s) of Project or the competent authority, as the case may be, is the essence of the Agreement. The Promoter will endeavor to complete Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before _____, unless there is delay due to Force Majeure conditions affecting the regular development of the real estate project. Where the completion of the unit / building / project is delayed due to the Force Majeure conditions, then the Allottee(s) agrees that the Promoter shall accordingly be entitled to the extension of time for completion of the Project and correspondingly delivery of possession of the Unit. Provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented.
- (ii) The amenities like Road, Electricity, Sewer and Water supply shall be provided by the YEIDA Authority or other concerned authority up to the boundary of said Project. The Promoter will carry out all the above-mentioned amenities within the boundary of the said Project i.e. internal development of the Project. The delay in providing the above said facilities on the part of the YEIDA Authority/Concerned Authority shall not be considered as the delay on part of the Promoter.

3.2 Procedure for taking Possession–

- (i) The Promoter, upon obtaining the completion certificate / occupancy certificate/part occupancy certificate (as applicable) of the building from the competent authority, shall offer in writing the possession of the Unit vide an 'Offer for Possession' Letter. The said Offer for Possession shall contain details about the pending amount (if any) to be remitted by the Allottee(s) and other essential conditions to be fulfilled by the Allottee(s) before handing over the possession in terms of this Agreement.
- (ii) However, in case project completion certificate/occupancy certificate including the part occupancy certificate is not issued by the competent authority even though the project construction and development has been completed and promoter has got all the requisite NOCs and an independent architect has certified the completion of the project, the project shall be considered deemed completed for the purpose of offer of possession.
- (iii) The Allottee(s) shall be required to complete their full and final payment towards the total price and clear

all / any other pending dues, amounts, installments, charges, interest, etc. (as provided in the offer of possession); within the period stated in the Offer of Possession Letter.

- (iv) That on completion of the said Unit and receipt of full consideration amount along with other charges (if any) payable by the Allottee(s), a Tripartite Sub-Lease Deed shall be executed in favor of the Allottees(s) in the format approved by the Lessor and the Promoter. All expenses towards execution of the said Sub-Lease Deed i.e. cost of stamp duty for registration of Sub-Lease Deed/Transfer Deed, registration charges/fees, miscellaneous expenses and advocates legal fees/charges etc. shall be borne and paid by the Allottee(s), the Allottee(s) will be responsible and liable to pay the deficiency in stamp duty/penalty/interest on such documents as per the Stamp Act. Any stamp duty and deficiency, if imposed by the Govt. on the Allotment Letter, Agreement for Maintenance, Electricity and Power Back-up etc. shall be payable by the Allottee(s).
- (v) The taking over of the possession by the Allottee(s) shall be an acceptance by the Allottee(s) that the Unit has been completed as per the agreed specifications and to the satisfaction of the Allottee(s) and the Allottee(s) shall not have any claim or dispute against the Promoter or its nominee for any item of the work/specifications etc.
- (vi) The Allottee(s) agrees to pay the Maintenance Charges, or any other charges as determined by the Promoter/Association of Allottee(s) or any other agency, as the case may be, from the date of offer of possession by the Promoter. The Promoter shall hand over the occupancy certificate / part occupancy certificate (as applicable) of the Unit, as the case may be, to the Allottee(s) at the time of conveyance of the same.
- (vii) The Promoter shall exercise the Sub-Lease Deed in favor of Allottee(s) after obtaining the No Dues Certificate from the Accounts Department of the Promoter.
- (viii) That the Allottees(s) agrees to enter into a Maintenance Agreement to be executed between the Allottee(s) and PROMOTER and/or the Maintenance Agency nominated by the PROMOTER at the time of execution of the Sub-Lease Deed of the said Unit. The Allottee(s) shall pay the maintenance charges for upkeep and maintenance of various Common Services and Facilities (excluding internal maintenance of the Unit) in the Project as determined by the PROMOTER or its nominated Agency.

3.3 Failure of Allottee(s) to take Possession of Unit-

- (i) Upon receiving a written intimation from the Promoter as per Para 3.2, the Allottee(s) shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings, Maintenance Agreement, sale/Sub-lease deed and such other documentation as prescribed in this Agreement and by making payments of all dues, charges, Interest etc., as specified in this Agreement to the Promoter, and the Promoter shall give possession of the Unit to the Allottee.
- (ii) In case the Allottee(s) fails to take possession within the time provided in Para 3.2, then:
 - a. Such Allottee(s) shall be liable to pay to the Promoter holding charges at the rate of Rs. 10/- per month per sq. ft. of Super Area of the Unit for the period beyond the time specified in Offer of Possessions as per clause no. 3.2 herein above, till actual date of possession in addition to Maintenance Charges as specified in terms of Para 3.2 subject however to sub-clause (iii) herein below;
 - b. the failure of the Allottee(s) to take possession of the Unit, shall be at the risk, cost and consequences of the Allottee(s) and the mere holding of the Unit by the Promoter in such circumstance, shall not make the Promoter responsible/liable to the Allottee(s) / anyone on that count;

- c. the Allottee(s) shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Unit/said building/ said Project.
- (iii) This holding/waiting period from the date of the offer of possession and till the date of possession taken by the Allottee(s) shall not exceed the period of 6 months and in the event of the Allottee(s) failing to take possession within such time, shall entitle the Promoter to treat the allotment as cancelled at the instance of the Allottee(s) and the consequences following the cancellation of the allotment as provided hereunder /in this Agreement shall follow and be binding on the allottee.

3.4 Cancellation by Allottee(s) –

The Allottee(s) shall have the right to cancel/withdraw his allotment of the Unit in the Project and where the Allottee(s) so proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to cancel the allotment of the said Unit, terminate this Agreement in respect of the said Unit and forfeit the:

- (i) booking amount paid by the Allottee(s);
- (ii) interest liabilities on delayed payment payable by the Allottee(s);
- (iii) interest / costs paid by the Promoter in respect of brokerage paid / payable by the Promoter

The Allottee(s) agrees and confirms, that the Promoter shall refund the balance amount (payable by it under this Para) in the following manner:

- (i) 50% (fifty percent) of the balance amount within 45 (forty-five) days of such cancellation/withdrawal;
- (ii) 50% (fifty percent) of the balance amount upon re-allotment of the said Unit or at the end of one year from the date of cancellation/withdrawal by the Allottee(s) whichever is earlier.

3.5 Compensation–

That there will be defect liability period of 60 months from the date of handing over possession or from the date of issuance of Occupancy Certificate whichever is earlier. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not include force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipment /appliances, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought equipment/appliances, the PROMOTER shall co-operate with the Allottee(s) to sort out the issues.

3.6 Transfer/Change of Nominee

That in case the Allottee(s) desires transfer of allotment/ownership of Unit, before registration/possession, a transfer fee as prevailing at the time of desired transfer shall be payable by the Allottee(s). However, first transfer request will be entertained after receipt of 40% of the total cost of the Unit or total dues as per the payment plan opted by the Allottee(s), whichever is higher. Inclusion of name of spouse as Co-Allottee shall be free of any charge, but administration charges shall be payable, as decided by the Promoter from time to time. In case of others, subject to the above (i.e. payment of 40% of total cost or total dues as per the payment plan opted by the Allottee(s), whichever is higher), the Promoter shall accommodate the first transfer request free of any charge other than administration charges (as decided by the Promoter from time to time). For any subsequent request of transfer of allotment/ownership of Unit before registration/ possession, the Promoter shall impose the transfer charges (and administration charges) plus GST applicable upon same, and same shall be payable at the time of transfer. The rate of such transfer charges shall be calculated on per square ft. on the carpet area of the Unit and shall be decided by the Promoter from time to time.

4. REPRESENTATIONS AND WARRANTIES:

4.1 The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development of the Project upon the Said Land and is in absolute, actual, physical and legal possession of the land on which the Project has been / is being undertaken;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project; except to the extent of any unpaid dues of YEIDA Authority and construction finance funding taken or to be taken by the promoter.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Unit and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any Agreement for sale/lease/sub-lease and/or development Agreement or any other Agreement/arrangement with any person or any party with respect to the said Land, including the Project and the said Unit which shall, in any manner, affect the rights of Allottee(s) under this Agreement;

4.2 The Allottee(s) hereby represents and warrants to the Promoter as follows: -

- (i) The Allottee(s) is legally competent and has the necessary power and authority to execute, deliver and perform his / her / its obligations under **this Agreement** and all necessary approvals including any Governmental, regulatory or third-party approval and other actions have been validly obtained to authorize such execution, delivery and performance.
- (ii) This Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms on **the Allottee(s)** / anyone claiming under him/her/it.
- (iii) The execution, delivery and performance by the Allottee(s) of **this Agreement** and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both), and the consummation by the Allottee(s) of the transactions contemplated hereby or thereby will not conflict with, result in a breach of, or constitute a default under any law applicable to the Allottee(s) or any contractor Agreement to which the Allottee(s) is a party or by which the Allottee(s) may be bound, any Agreement or commitment that prohibits the execution and delivery of this Agreement by the Allottee(s) or the consummation of the transaction contemplated hereby.
- (iv) All the unsold spaces and the areas which are not the part of Common Areas shall continue to be the property of **the Promoter** and all rights related to such properties shall vest with the Promoter and are reserved with the Promoter for the said areas.
- (v) The Promoter shall have the right to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold unit(s)

with in the said Project, and the Allottee(s) shall have no right to raise objection or make any claim on this account.

- (vi) The Allottee(s) agrees and acknowledges that the Total Sale Price/consideration of the Unit applied for is fair and acceptable to the Allottee(s). The Allottee(s) further agrees and acknowledges that a similar Unit may be/have been sold/allotted/conveyed by the PROMOTER at a different price/consideration, the Allottee(s) shall not raise any objection or claim in this regard.
- (vii) That the existing use of the said Unit is Commercial and the Allottee(s) undertakes to use the said Unit for specific purposes only, which are permissible under the Law. The Allottee(s) shall, therefore, not use the said Unit herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the PROMOTER and other owners/occupants of the Units in the Project. The Allottee(s) undertakes to put to use the said Unit exclusively for the Retail use only which are permissible under the law and he shall not use the said Unit for any other purpose e.g. Rice-mill, Atta-Chakki, Factory, Welding Work, Meat shop, Dhaba, Automobile Workshop or shop for Chemical or Explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said Unit or carry out any activity which is injurious or which is prohibited by the State or Central Government.
- (viii) All the provisions contained herein and the obligations arising hereunder in respect of the said Unit/said Building/said Project shall equally be applicable to and enforceable against any and all the occupiers, tenants, licensees and/or subsequent purchasers/assignees of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.
- (ix) The Allottee(s) shall not use or cause to be used any common area / facility / services for a purpose other than their respective intended uses.
- (x) The Allottee(s) confirms that the Allottee(s) has/have visited and has/have physically seen the project site and project layout showing the proposed location of allotted unit and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said Project or the said Unit;
- (xi) The Allottee(s) hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Project and the said Unit and has expressly understood the contents, terms and conditions of the same and the Allottee(s) after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same, unless the same is in contravention of the Act or the Rules;
- (xii) Not to use the garden and the playground provided in the said Project as common facilities provided in the said Project, for any purpose other than recreation;
- (xiii) Not to store anything in the Common Areas, staircases, refuge floors nor store any goods in the said Unit which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building/ Project or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building/ Project and in case any damage is caused to the said Building/ Project on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach and shall repair the same at his/her/their own cost;
- (xiv) Not to change the use of the Unit and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Unit and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces/areas and/or refuge areas;

- (xv) Not to demolish or cause to be demolished the said Unit or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof and keep the portion, sewers, drains, pipes in the said Unit appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building/ Project in which the said Unit is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC or elevation or other structural changes in the said Unit without the prior written permission of the Promoter;
- (xvi) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building/Project and not to cover/enclose the planters and service ducts or any of the projections from the said Unit or within the said Unit, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, elevation or other structural members in the said Unit without the prior written permission of the Promoters, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said Project;
- (xvii) Not to shift windows of the said Unit and / or carry out any changes in the said Unit so as to increase the area of the said Unit and / or put any grill not in conformity with the rest of the grills and / or façade of the Building/ Project which would affect the elevation of the Building/ Project and / or carry out any unauthorized construction in the said Unit. In the event if any such change is carried out, the Allottee(s) shall remove the same within 24 hours of notice in that regard from the Promoter. In the event if the Allottee(s) fails to remove the same within the period of 24 hours, then the Promoter shall be entitled to enter upon the said Unit and remove such unauthorized construction and the Allottee(s) hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Promoter;
- (xviii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Unit and the Building/ Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
- (xix) The Allottee(s) shall permit the Promoter and its surveyors, architects, engineers, contractors, employees and agents with or without workmen and others and its employees at reasonable times to enter into and upon the Unit or any part thereof for the purpose of viewing or repairing or maintaining and cleaning any part of the said Building/ Project including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Unit for the benefit of the said Building/ Project and for the purpose of, maintaining, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, watercovers, gutters, wires, structure or other conveniences belonging to or serving or used for the Building, after giving prior notice thereof. The Allottee(s) shall not obstruct or hinder the Promoter and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;
- (xx) Shall not violate and shall abide by all rules and regulations framed by the Promoter or under any law for the time being in force, for the purpose of maintenance and up-keep of the Building/ Project and in connection with any interior / civil works that the Allottee(s) may carry out in the said Unit;
- (xxi) Shall not violate and shall observe and perform all the rules and regulations which the Association of Allottee(s) may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Unit therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Association of Allottee(s) regarding the occupation and use of the said Unit in the said Project and shall pay and contribute regularly

and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

- (xxii) Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Unit and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Unit at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee(s) and also to recover costs incurred for such demolition and reinstatement of the said Unit to its original state.
- (xxiii) The Allottee(s) acknowledges and agrees that in the event they establish a kitchen space within the allocated unit, it is mandatory for the Allottee(s) to install a scrubber and thereof, are obligated to make use of the same. In such cases, the Allottee(s) shall be solely responsible for all associated expenses, including but not limited to the installation, maintenance charges and electricity bills arising from the scrubber. Under no circumstances, shall these expenses and charges be passed on or transferred to the PROMOTER, in any manner whatsoever. The Allottee(s) agrees and acknowledges to exclusively bear the sole liability for all expenses pertaining to the scrubber. This requirement is in effect solely for retail units in which a kitchen space is established, and the PROMOTER shall not assume any liability or costs related to such scrubber installation or operation. More details will be captured in the fit out guidelines.

5. DEFECT LIABILITY:

- (i) That there will be defect liability period of 60 months from the date of handing over possession or from the date of issuance of Occupancy Certificate whichever is earlier. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not include force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipment/appliances, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought equipment/appliances, the PROMOTER shall co-operate with the Allottee(s) to sort out the issues.
- (ii) The defect (s) caused on account of normal wear and tear and / or negligent use of the Unit by the Allottee(s) /occupiers without proper internal maintenance, vagaries of nature shall be exempted and the Promoter shall not be responsible / liable in such cases.
- (iii) The Allottee(s) acknowledges that a number of machines / equipment / products / services installed / provided by the Promoter have been outsourced by the Promoter in construction / development of the unit / building / project including the installation of lifts / air condition units / DG sets / fixtures in the nature of fans, lights, wardrobes, kitchen equipment etc. etc. manufactured or provided by reputed vendors and such machines / equipment / products / services are supported by warranties for limited period. The Promoter shall not be responsible / liable for any manufacturing or other defects arising from / on account of the said machines / equipment/ products / services and the Allottee(s) /Association of Allottee(s) can approach such third parties directly for such warranty claims.

6. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY PARTIES:

- 6.1 The Parties are entering into this Agreement for the allotment of the Unit with full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- 6.2 The Allottee(s) here by undertakes to comply with and carry out, from time to time, after taking possession of the said Unit, all the requirements, requisitions, demands and repairs which are required by any development authority/ YEIDA Authority /Government or any other competent authority in respect of the said Unit at his/her/its own cost and keep the Promote rindemnified, secured and harmless against all costs, consequences and all damages, arising on account to non-compliance, if any, with the said requirements, requisitions,

demands and repairs.

- 6.3 The Allottee(s) after taking possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board/Water Commission / any other rules and regulations stipulated by State of U.P. or any other competent authority. The Allottee(s) shall abide by all laws, rules and regulations of the YEIDA Authority / local authority / government /Government of India and of the Association of Allottee(s) and shall be responsible for all deviations, violations or breach of any of the conditions of law / bye laws or rules and regulations after taking over the possession of the Unit.

7. **ADDITIONAL CONSTRUCTIONS:**

The Allottee(s) acknowledges that in the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Government/Competent Authority, the Promoter shall have full right to raise further constructions over the top roof/terrace of the Project or over the top roof/terrace in the Project as being the sole and exclusive property of the PROMOTER and the Allottee(s) shall not be entitled to raise any objection or make any claim on any account in this regard. Subject to provisions of the applicable law, the PROMOTER can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Promoter.

8. **MORTGAGE OR CHARGE:**

The Promoter shall have the right to raise loan / finance from any banks/financial institutions or any other lending parties and for this purpose create mortgage of the said Land and/or receivables from the Project in favour of one or more such lending parties. The Allottee(s) shall have no right to object if any action/step is taken by the Promoter to raise and obtain finance. However, the Unit shall be released of all such mortgages and encumbrances created by the Promoter before the execution and registration of sale/sub lease deed in favour of the Allottee(s). After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Unit except for the receivables against the 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 Unit.

9. **ENTIRE AGREEMENT:**

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

10. **RIGHT TO AMEND:**

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

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

Subject to payment to minimum 40% of the Total Price of the Unit as stated in Para 3.6 point, the Allottee(s) may transfer/assign/endorse this Agreement or any interest in this Agreement and nominate any other person/body corporate in his / her / its place in respect of the said Unit, as may be permitted by the Promoter subject to:

- (i) Receipt of written request from **the Allottee(s) by the Promoter;**
- (ii) Clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, taxes and duties accrued as on the date of the transfer;
- (iii) Payment of the administrative charges / transfer charges by the Allottee(s) as prescribed by the Promoter and competent authorities, which may be revised from time to time along with the applicable taxes, if any;

- (iv) Signing/execution by the Allottee(s) of such documents/applications as may be required by the Promoter and the Allottee(s) complying with such conditions as stipulated by the Promoter;
- (v) **The Allottee(s)** obtaining no objection certificate/letter from the Promoter and other competent authorities, as the case may be;
- (vi) The assignee/transferee agreeing to comply with all formalities / requirements in this regard and executing such other documents as may be required by the Promoter; and
- (vii) In case the Allottee(s) /transferor has obtained any finance/loan against the Unit from any financial institution/bank, a 'No Objection Certificate' from the financial institution/bank.

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

12. WAIVER NOT A LIMITATION TO ENFORCE:

- 12.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan [Schedule B] 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 Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- 12.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions here of shall not be construed to be a waiver of any provision so of the right thereafter to enforce a hand every provision.
- 12.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of **this Agreement** or any forbearance or giving of time to the Allottee(s) by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of **this Agreement** nor shall the same in any manner prejudice the rights of the Promoter.

13. SEVERABILITY:

- 13.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provision 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 maybe, and the remaining provisions of **this Agreement** shall remain valid and enforceable as applicable at the time of execution of **this Agreement**.
- 13.2 It is clarified that the Allottee(s) shall be liable to abide by and bound by the change(s) emanating in this Agreement in terms of Para 13.1, including any additional condition imposed, relating to the allotment of the Unit or the project.

14. 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 here in, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated here in or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction including without limitation for execution and registration of sub-lease deed or any other deed/indenture/declaration etc. in respect of the said Unit, as the Promoter desires, to comply with the provision of the Act and other applicable laws.

15. RAISING OF FINANCE BY ALLOTTEE(S)

- 15.1 The Allottee(s) may obtain finance / loan from any financial institution/bank but the Allottee's obligation to pay Total Price and other charges etc., for the Unit pursuant to this Agreement, shall not be contingent on the Allottee's ability or competency to obtain / serve such financing and the Allottee(s) shall remain strictly bound by the terms and conditions governing this Agreement. It is clarified that the liability and responsibility towards such financial institutions, banks etc., for the loan / finance obtained by the Allottee(s) shall be that of the Allottee(s) alone and the Promoter shall not have any responsibility or concern in this respect.
- 15.2 The Allottee(s) may at its option raise the finances or a loan for purchase of the Unit. However, responsibility of getting the loan sanctioned and disbursed as per Promoter's payment schedule will rest exclusively on the Allottee(s). In case the Allottee's loan is not being disbursed, sanctioned or delayed, the payment to the Promoter as per schedule shall not be delayed by the Allottee(s) and in the event of default in payment as per the Payment Plan, the Allottee(s) shall be liable for consequences including cancellation of the allotment.
- 15.3 Any loan facility from banks / financial institutions availed by the Allottee(s) in respect of the said Unit shall be subject to the terms and conditions as imposed by the Promoter and /or bank/ financial institution; and the Allottee(s) shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.

16. NOTICES:

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered / Speed Post at the irrespective addresses Specified below:

Name of Allottee(s):

Address of Allottee(s) :

Promoter's name: M/s Three C Homes Private Limited
Promoter's Address: C-23, Greater Kailash Enclave Part-I, New Delhi
110048

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

17. JOINT ALLOTTEES:

That the Allottee(s) & Co-Allottee(s) (if any) will have equal share in the Unit and in case of death of any of them, the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the concerned bank, in case a loan has been availed. Similarly, in a divorce case or where a dispute arises between the Allottees, the booking will continue only after providing consent in writing by both the Allottee(s) and No Objection Certificate from the concerned bank, if a loan has been availed. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not have any effect to the same. In all the above said circumstances there will be a time limit of maximum up to 120 days and thereafter the Promoter can cancel the said booking/allotment and the Allottee(s) shall have no claim or right whatsoever except to claim for the refunds of the amounts as deposited, and in such cancellation, there will be a deduction of 10% of the cost of the Unit. For the refund in said cases as stated above, consent of both the Allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between all the Allottees.

18. RIGHT TO ASSIGN:

Subject to the provision of the Act, the Allottee(s) agrees and acknowledges that the Promoter reserves all its rights to assign all or any of its rights/obligations towards development and construction of the aforesaid Project in favour of any

Group Company/PROMOTER or Associate Company/PROMOTER or a Subsidiary Company/PROMOTER or a Special Purpose Vehicle to be formed or any other entity under joint venture/development Agreement /collaboration Agreement for the purpose of execution of the said Project as per the Act. The Allottee(s) further understands that, with effect from date of assignment, all the communications and correspondences exchanged with the Promoter including the monies paid there under shall automatically stand transferred in the name of such new PROMOTER / entity without any alterations in the original terms and conditions of this Agreement. In such an event, the assignee PROMOTER will execute all the necessary documents with the Promoter. The Allottee(s) shall continue to perform all its / their obligations towards such assignee PROMOTER in accordance with terms and conditions of this Agreement.

19. **RIGHT TO JOIN AS AFFECTED PARTY:**

The Promoter shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee(s) if the Promoter's rights under this Agreement are likely to be affected /prejudiced in any manner by the outcome of such suit / complaint / decision of the court. **The Allottee(s)** agrees to keep the Promoter fully informed at all times in this regard.

20. **SAVINGS:**

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

21. **OFFICIAL LANGUAGE:**

English is the official language of this Agreement, documents or notices that are not in English shall have no effect under this Agreement. The words and phrases in documents and notices shall have the meaning they normally have in standard UK English usage. The English language version of this Agreement or any document or notice contemplated by the Agreement shall control in any conflict with any version of such writing that is not in English.

22. **ACT OF CASTING INSINUATION, INNUENDO, LIBEL OR SLANDER:**

The Allottee(s) undertakes that in case of any dispute or differences with the Promoter over any issue whether emanating directly or by implication from this Agreement, the same or any other issue concerning, including the possession/construction of the said Unit, the Allottee(s) shall be entitled to remedy only under Para or avail appropriate legal remedy before a competent court of law / statutory forum prescribed under laws in India. The Allottee(s) shall not indulge in or instigate any act, whether in personal capacity or in joint capacity or incite other allottee(s) in the Project to act in any manner, which may amount to casting insinuation, innuendo, libel or slander against the Promoter, its directors or its officials, or otherwise indulge in activities which amounts to defamation or malicious / wrongful prosecution of the Promoter, its directors or its officials and/or the Project and in case of any such violation, the Allottee(s) shall be liable to legal consequences arising there from, at his / her / its cost, risk and consequences.

Without prejudice to its other rights and remedies available under this Agreement, Act and Rules and Regulations etc., the Promoter shall be entitled to seek remedies under the relevant procedural laws for such insinuation, innuendo, libel or slander amounting to defamation and/or wrongful prosecution of the Promoter, its directors or its officials and/or the Project.

23. **CUSTOMER QUERIES /ISSUES REDRESSAL MECHANISM:**

The Allottee(s) understands and confirms that the queries and individual issues, if any, concerning **this Agreement** will be resolved as per the process given below:

The customer centric queries and individual issues of the customers shall be resolved by the Customer Care Department of the Promoter.

24. **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 Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

25. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its respective authorized signatory at the Promoters Project Office, or at some other place, which may be mutually agreed between the parties, anywhere in Distt. Gautam Buddh Nagar, UP after the Agreement is duly executed by the Allottee(s) and the Promoter, it shall simultaneously be registered at the office of the Sub-Registrar at Greater Noida. This Agreement shall be deemed to have been executed at Distt. Gautam Budh Nagar, UP, for all purposes.

26. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to or concerning with the terms and conditions of this Agreement, including the interpretation and validity of the terms there of 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. The Courts in Noida, U.P alone shall have jurisdiction in case of any dispute, claim arising out or in connection with the present application form.

IN WITNESS WHERE OF, the parties here in above named have set their respective hands and signed this Agreement for Sale / Sub-Lease at Gautam Buddh Nagar, UP in the presence of attesting witness, signing as such on the day first above written.

Schedule A - Specification of the Unit

DRAFT

Schedule B - Payment Plan

DRAFT

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Witnesses:

Signature:
Name:
Address:.....
Aadhar No.:
Mobile No.:

Witnesses:

Signature:
Name:
Address:.....
Aadhar No.:
Mobile No.:

Witnesses:

Signature:
Name:
Address:.....
Aadhar No.:
Mobile No.:

Witnesses:

Signature:
Name:
Address:.....
Aadhar No.:
Mobile No.:

First Allottee

Signature:
Name:
Address:.....
Aadhar No.:
Mobile No.:

Second Allottee

Signature:
Name:
Address:.....
Aadhar No.:
Mobile No.:

Third Allottee

Signature:
Name:
Address:.....
Aadhar No.:
Mobile No.:

Promoter:

Signature:
Name:
Sign. Auth.
Address:
Aadhar No.:
Mobile No.:

**Schedule A – Specification of the Unit
Schedule B - Payment Plan**